



# **HOMELAND SECURITY EMERGENCY MANAGEMENT**

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## **NEW HAMPSHIRE DEPARTMENT OF SAFETY**

### **TRAINING AND EXERCISE HSGP Terms & Conditions**

**FFY 18**

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## Preface

This document serves as the Terms & Conditions for all Division of Homeland Security & Emergency Management, Training & Exercise Unit grants under the Homeland Security Grant Program.

The Training & Exercise Unit reserves the right to impose sub-recipient specific terms and conditions as deemed necessary.

For questions about the Training & Exercise Unit's Grant Program, please reference the [Training & Exercise Grant Guidance](#).

## Contact Information

For questions or assistance with this document or any training and exercise initiatives, please contact the Training & Exercise Unit at [exercisetraining@dos.nh.gov](mailto:exercisetraining@dos.nh.gov) or (603) 271-2231.

## Table of Contents

Contact Information .....	12
Allowable Costs: .....	14
Freedom of Information Act (FOIA): .....	14
Availability of Federal Funds.....	14
Bidding Requirements .....	14
Bonding.....	14
Closed-Captioning of Public Service Announcements.....	15
Compliance Agreement .....	15
Conflict Of Interest .....	15
Consultants .....	15
Continuation.....	16
Contract Requirements .....	16
Construction Projects .....	16
Data Collection.....	16
Deobligation of Grant Funds.....	16
Disclosure of Federal Participation .....	16
Equipment .....	16
Financial Responsibility .....	17
Interest and Other Program Income .....	17
Interoperable Equipment .....	17
Legal Action.....	17
Obligation of Grant Funds .....	17
Performance .....	18
Property Control.....	18
Records.....	19
Recording and Documentation of Receipts and Expenditures.....	19
Retention of Records.....	19
Reports .....	20
Final and fiscal close-out Report .....	20
Suspension or Termination of Funding .....	20
Utilization and Payment of Grant Funds.....	20
Utilization of Minority Businesses .....	20
Written Approval of Changes .....	20
Reporting Requirement - Typing of Equipment and Training:.....	21
As a condition of the receipt of these funds: .....	21
Tracking of Equipment:.....	21
Equipment valued over \$5,000: .....	21

## Allowable Costs:

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2018

U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2018 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.

## Freedom of Information Act (FOIA):

FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.

## Availability of Federal Funds

This grant award is contingent upon availability of federal funds approved by Congress.

## Bidding Requirements

The subrecipient must comply with proper competitive bidding procedures as 2 CFR §200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.

Buy American Act SEE ARTICLE II herein) : In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest

## Bonding

It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.

## Closed-Captioning of Public Service Announcements

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

## Compliance Agreement

The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.

## Conflict Of Interest

Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

**Advice:** No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

**Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and/or
- Adversely affecting the confidence of the public in the integrity of the government or the program.

Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

## Consultants

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**

## Continuation

The applicant agrees that if the requested project is funded continuation is not guaranteed.

## Contract Requirements

The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.

## Construction Projects

HSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website: <http://www.wdol.gov>.

## Data Collection

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

## Deobligation of Grant Funds

All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.

## Disclosure of Federal Participation

In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:

- Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
- Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

## Equipment

The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Unit." Additionally, when

practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.

## **Financial Responsibility**

The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- The accounting system should provide accurate and current financial reporting information; and,
- The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

## **Interest and Other Program Income**

The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.

## **Interoperable Equipment**

Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards

## **Legal Action**

The subrecipient agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the subrecipient for actions arising out of the grant, the subrecipient will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.

## **Obligation of Grant Funds**

Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 30 calendar days before the end of the grant period.



## Performance

This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.

## Property Control

Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CRF 200.310-200.316 ):

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. Must be reported to Grants Management and completed in accordance with 2 CFR 200. In cases where a grantee or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the grantee or subrecipient to take excess and disposition actions.

Federal equipment. In the event a grantee or subrecipient is provided federally-owned equipment:

1. Title will remain vested in the Federal Government.
2. Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
3. When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

1. The property shall be identified in the grant or otherwise made known to the grantee in writing.
2. The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
3. When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

1. The property shall be identified in the grant or otherwise made known to the grantee in writing.
2. The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200
3. When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

## Records

The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

## Recording and Documentation of Receipts and Expenditures

Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

## Retention of Records

Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial

records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in this section: Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CFR 200.310-200.316).

## Reports

The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.

## Final and fiscal close-out Report

The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.

## Suspension or Termination of Funding

DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:

- Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
- Failure to adhere to the requirements, standard conditions or special conditions;
- Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
- Failure to submit reports;
- Filing a false certification in this application or other report or document;
- Other good cause shown.

## Utilization and Payment of Grant Funds

Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.

## Utilization of Minority Businesses

Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

## Written Approval of Changes

Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

### **Reporting Requirement - Typing of Equipment and Training:**

Ongoing HSGP Guidance, FOA, and NOFAs require that all where applicable grantees report equipment purchases and the typed capability the equipment supports (where such typing guidance exists); the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams); and the total number of a defined type of resource and capabilities built utilizing the resources of this grant. Grantees will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. GMU will advise further on format for reporting upon grant award.

### **As a condition of the receipt of these funds:**

Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

### **Tracking of Equipment:**

Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

### **Equipment valued over \$5,000:**

To comply with OMB 2 CFR 200 equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) – Grants Management Unit for 2 years or until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditor's compliance and disposition rules governing equipment procured with Federal funds.