



**Sub-Recipient Name:** Cumberland County

**Sub-Recipient Contact:** Michael Durkin

**Sub-Recipient Email:** durkin@cumberlandcounty.org

**MEMA Program Manager:** Faith Staples

**MEMA Program Manager Email:** faith.e.staples@maine.gov

**MEMA Grant Email:** maine.serc@maine.gov

Federal Awarding Agency: USDOT/PHMSA  
Grant Performance Year: FY23-24  
Grant Identification #: 693JK32240068HMEP  
CFDA #: 20.703  
UEI #: T85ZPADXU3L5

LEPC Stipend Award Amount: \$32,232.81  
LEPC Training Award Amount: \$40,855.15  
Program Performance Period: 10/01/23-09/30/24  
Vendor Customer #: VC1000019079  
CTB #: 20220825\*0018

This contract is entered into by and between the STATE OF MAINE, acting through and by its MAINE EMERGENCY MANAGEMENT AGENCY (hereinafter referred to as “MEMA”), an agency of state government with its principal administrative offices located at 45 Commerce Drive, Suite 2, Augusta, Maine 04330, with a mailing address at 72 State House Station, Augusta, Maine 04333-0072, and Cumberland County, non-federal agency (hereinafter referred to as “Sub- Recipient”), with its principal place of business located at 22 High Street, Unit 1, Windham, ME 04062.

The following attachments are hereby incorporated into this contract:

Appendix A – MEMA General Terms and Conditions  
Appendix B – The DOT PHMSA Terms and Conditions  
Appendix C – 2020 HMEP Expenditures Guide  
Appendix D – Use of LEPC Funds

MEMA and the Sub-Recipient, in consideration of the mutual promises set forth in this contract, hereby agree as follows:

**A. The Scope of Work.** Planning activities funded by the Hazardous Materials Emergency Preparedness Planning and Training Grant will be used to develop, improve, and carryout emergency plans under the Emergency Planning and Community Right-To-Know act of 1986. Emergency responders who receive training under the HMEP training grant will have the ability to protect nearby persons, property, and the environment from the effects of accidents or incidents involving the transportation of hazardous material in accordance with existing regulations or National Fire Protection Association standards from competence of responders to accidents and incidents involving hazardous materials.

**B. Reimbursement.** This award will be funded by State SERC funds and/or federal HMEP grant funds. This information will be on the Sub-recipient’s remittance.

**C. Contract.** The Sub-Recipient agrees to be bound by the terms and requirements of the MEMA’s General Terms and Conditions, DOT PHMSA Terms and Conditions contained within this contract as appendix A and B, and including any related modifications, which are hereby incorporated by reference. MEMA as the pass-through entity may terminate this contract per the terms of the Federal Award as well as the Federal Requirements per 2 CFR §200.340 (Termination)

**D. Time.** This contract shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. Work cannot continue after the expiration date listed above without a written modification approved by both Parties.

**E. Representations.** By signing below, the sub-recipient hereby represents that to the best of its knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the contract documents, including those in the MEMA General Terms and Conditions, DOT PHMSA Terms and Conditions, as well as the HMEP Expenditures Guide are still complete and accurate as of the date of this contract.

2. The Sub-recipient certifies to the best of its knowledge and belief that it and all persons associated with this Contract:
  - (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation by any federal department or agency.
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph D.2.b of this contract.
  - (d) Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - (e) The Sub-recipient further agrees that this Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.
3. The person signing below is legally authorized by the Sub-recipient to sign this contract on behalf of the sub-recipient and to legally bind the Sub-recipient to the terms of this Contract.
4. Any Sub-recipient who expends \$750,000 during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR Part 200 and must submit a completed copy to MEMA.
5. Work ordered under this Contract must be within the terms of MEMA's General Terms and Conditions, DOT PHMSA Terms and Conditions, as well as the HMEP Expenditures Guide i.e., same scope, within the grant performance period dates and expiration date, and cannot exceed the maximum award amount of this Contract. Work shall not commence prior to MEMA's full execution of this Contract.
6. The Sub-Recipient agrees that when issuing subcontracts, and all lower tier subcontracts, agreements shall contain or reference all applicable provisions of this CONTRACT, these MEMA General Terms and Conditions, DOT PHMSA Terms and Conditions as well as the HMEP Expenditures Guide and the applicable federal provisions. By signing this form, I certify' that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself,  
(e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

IN WITNESS, WHEREOF, the Sub-Recipient, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

MAINE EMERGENCY MANAGEMENT AGENCY

CUMBERLAND COUNTY

\_\_\_\_\_  
Peter J. Rogers, Director

\_\_\_\_\_  
PRINT NAME, TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME, TITLE

\_\_\_\_\_  
DATE



## **APPENDIX A**

# **MAINE EMERGENCY MANAGEMENT AGENCY (MEMA)**

## **GENERAL TERMS AND CONDITIONS**

This document provides a high-level overview of the Federal requirements and MEMA's processes for complying with those requirements. Subrecipients are advised to consult the original Federal documents for guidance.

### General Compliance Authority:

All work, to the extent applicable, shall conform to the appropriate, related, current editions of the following publications, including but not limited to:

- Federal laws and Executive orders
- Federal regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Department of Homeland Security (DHS) General Terms and Conditions
- Notices of Funding Opportunities
- Annual MEMA grant application
- National Incident Management System (NIMS) and the Incident Command System (ICS)

### Subrecipient Responsibilities:

The Subrecipient responsibilities noted below are not an exhaustive list of all requirements. Subrecipients are directed to refer to source publications for detailed information.

#### **1. Conflict of Interest**

Under 2 CFR § 200.318 General procurement standards (c)(1), non-Federal entities other than states must maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

#### **2. Procurement**

Subrecipients must use their own documented procurement procedures that reflect applicable State, local, and tribal laws, and regulations. These procurement procedures must conform to the requirements of 2 CFR § 200.318- 200.327.

### 3. Property Control

The Subrecipient must follow the property and equipment management requirements in 2 CFR Part 200.310 -.313 and must:

- a. Maintain insurance coverage of at least the same as that the coverage maintained on the Subrecipient's own property and equipment,
- b. Keep property and equipment in good repair,
- c. Include property and equipment in the Subrecipient's inventory system. Inventory results must be reported to MEMA within 45 days of the Subrecipient grant award expiration. Subrecipients may be required to complete a Tangible Personal Property Report (SF-428) upon request,
- d. Report theft, destruction, or loss of property and equipment to MEMA and
- e. Inform MEMA (in writing) when the property and equipment is no longer needed for its original purpose.

MEMA maintains the right to inspect property equipment and to request its return at any time.

### 4. Reporting

The progress report shall be used to keep the MEMA Grant Program Managers informed about program status, issues, and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless of whether payments are due.

- a. **Homeland Security Grant Program (HSGP):**
  - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
- b. **Emergency Management Performance Grant (EMPG):**
  - i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
  - ii. The Training and Exercise (T&E) spreadsheet must be continually updated per training and exercise policies. Exercise reporting shall follow the Homeland Security Exercise and Evaluation Program (HSEEP) requirements. In addition, Subrecipients must update the T&E spreadsheet quarterly. Quarterly updates are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.

Refer to the T&E Policy for National Qualifications System (NQS) for program specific requirements.

- iii. The annual NIMS survey must be submitted to MEMA as part of the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. The NIMS Implementation Survey must be submitted to MEMA's NIMS Program Manager by November 30 of each calendar year.

c. **Hazard Mitigation Assistance Grant (HMA):**

- i. During the period of performance for this Grant Award, the Subrecipient shall submit a quarterly performance report of accomplishments to the State Hazard Mitigation Officer. Reports are due within 15 (fifteen) calendar days of the end of each Federal Fiscal Quarter. Failure to submit could result in non-payment of invoice, or a determination for cause of default under 2 CFR 200.305(b).

5. **Written Approval of Changes:**

All requests for an extension of the Period of Performance, additional funds, services, changes in scope of work, or other prior approval items as listed in 2 CFR Part 200.407, must be submitted in writing to the applicable MEMA Grants Program Manager.

MEMA's Grant Award Modification form must be utilized, and it must include a justification of the request. Upon approval of the request, signed by both parties (Subrecipient and MEMA), the Subrecipient is authorized to begin work as of MEMA's signature date. The Subrecipient shall not proceed with the work until a written modification has been executed by MEMA and approved by both parties.

6. **MEMA is Held Harmless:**

The Subrecipient agrees not to bring any claims for damages sought by any party that the Subrecipient contracts with against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from its failure to coordinate and manage its subcontractors from all claims or liabilities arising from work performed by a Subrecipient. Contracting with other parties does not alter the Subrecipient's obligations under the grant award with MEMA.

7. **Subrecipient Must Maintain Effective Internal Controls:**

The Subrecipient's system of internal controls must provide reasonable assurance of compliance with laws, regulations, and the terms and conditions of this agreement. The system will allow the Subrecipient will take prompt action when instances of noncompliance are identified in audit findings or through other means.

The Subrecipient's accounting records must:

- Identify the receipt and expenditure of funds under each grant,
- Be supported by source documents,
- Support the production of accurate and timely financial reports, and
- Be integrated into a system of internal control.

8. **Determining the Allowability of 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 2 CFR Part 200, Grant Notice of Funding Opportunity, and other authoritative sources.

a. **Budgeting:**

- i. Funds awarded are to be expended only for purposes budgeted items and activities

identified in the Subrecipients approved grant application. Items must be in the Subrecipient's approved grant budget to be eligible for reimbursement.

b. **Direct Expenses**

- i. Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs; mileage and per diem shall be billed in accordance with the guidance set forth below. MEMA does not allow any mark-up on direct expenses. Mileage shall be reimbursed at the current amount allowed by the State of Maine, Title 5, M.R.S.A § 1541, or existing written county or local policy. Per diem rates shall be in accordance with the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem for meals and lodging reimbursement. All travel costs must be documented in accordance with federal regulations and must comply with the Subrecipients own travel reimbursement policies, not to exceed federal per diem rates.

c. **Meals**

- i. If it is the Subrecipient's policy to reimburse its employees utilizing per diem rates, the Subrecipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If it is the Subrecipient's policy to reimburse employees for the actual cost of meals, the Subrecipient will be required to submit receipts and the corresponding section of the county policy, and MEMA will reimburse the Subrecipient for the actual amount up to the GSA per diem rate.

d. **Lodging**

- i. MEMA reimbursements will not exceed the GSA per diem amount and receipts are always required.

e. **Travel**

- i. MEMA will reimburse airfare at the economy class rate. Documentation that must accompany the request for reimbursement must include at least three (3) quotes from qualified sources and the final itinerary. Quotes (online or otherwise) must include the date of the quote, name of the airline, rates, and dates of travel.

9. **Other Restrictions on Purchases**

a. **Listed Equipment**

If required in the FEMA program guidance, all equipment expenditures must appear on the Department of Homeland Security's Allowable Expenditures List (AEL) for the fiscal year covered by these grant funds.

Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407, "Use of Grant Funds for Controlled Equipment" for a complete Prohibited Equipment List. Consult with the MEMA Grants Program Manager for further details.

b. Domestic Preferences for Procurements (2 CFR § 200.322):

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States

c. Build America Buy America (Section 70914 of Public Law No. 117-58 §§ 70901-52)

On FEMA non-disaster grant programs (including BRIC, FMA, and LPDM) with grant funding for projects or project scoping over \$250,000, the Subrecipient must provide assurance that all iron and steel items and all construction materials used in the project were produced in the United States. Subrecipients must provide a letter of certification from product manufacturers and self-certification letters from contractors and subcontractors to demonstrate compliance with BABAA requirements.

In Interim Policy #207-22-0001. FEMA recommends recipients and Subrecipients document compliance with BABAA by requesting a BABAA certification letter from manufacturers. MEMA requires Subrecipients to implement this recommendation.

d. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216):

Subrecipients must not expend grant funds on equipment, services, or systems provided by listed companies such as Huawei Technologies Company or ZTE Corporation.

e. CONOPS

All requests for approval to purchase communication equipment and mass subscription-based services for alerts and warnings must be approved by the SWICs Office.

Requests to purchase communication equipment must include supporting documentation, including but not limited to, equipment specification sheets, programming sheets, and an updated County All Hazards Communication Plan. The SWIC reserves the right to request a demonstration of equipment purchased to ensure proficient operation and usage.

Projects will conform to SafeCom Guidance and must also incorporate reference to Maine's SCIP and CONOPS Plans.

All public safety radios must be programmed with CONOPS. These channels must be grouped to make interoperability quickly accessed and user friendly. It is recommended to utilize a separate bank of CONOPS 1-7. These channels should be named as CONOPS, instead of generic names i.e. SWCC, State Fire, SPCC etc.

CONOPS 8 should be labeled with the tower name. If local teams are responding outside their local area, most of the RegionNet channels should be programmed.

It is highly encouraged that the requesting agency provide guidance on sustaining radio replacement through budgeting.



## 10. Remedies for Noncompliance.

Per 2 CFR 200.339, this Grant Award may be withheld, suspended, terminated, or fund payments discontinued by MEMA where MEMA determines a Subrecipient has failed to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by MEMA. In the event the Subrecipient fails to perform the services described herein and has previously received financial assistance from MEMA, the Subrecipient shall reimburse MEMA 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 MEMA for payments made. MEMA may make specific requests in connection with its Subrecipient monitoring responsibilities. Failure to provide requested information on a timely basis may result in suspension of payments.

### a. Amounts due MEMA

The Subrecipient shall remit all amounts due to MEMA within the earlier of 30 days of notice by MEMA or when the Subrecipient is first aware of amounts owed to MEMA.

## 11. Submission of Invoices

Invoices must be generated using MEMA's Reimbursement Request Form (RRF). The Subrecipient must submit invoices by email to the applicable program mailbox:

EMPG: empgrants.maine@maine.gov

HSGP: hsgrants.maine@maine.gov

OPSG: osg.maine@maine.gov

SERC: maine.serc@maine.gov

HMA: hmagrants@maine.gov

Invoices must be accompanied by supporting documentation, including but not limited to receipts, timesheets, travel documents, approved EHP (if necessary), and proof of payment.

No payments due to the Subrecipient shall be adjusted for inflation. No interest shall be due or payable on any payment due the Subrecipient, regardless of any statement on the billing invoice.

## 12. After the Period of Performance

All funds must be obligated by the end of the performance period. Final reimbursement requests, close-out package and equipment reports must be received by MEMA within forty-five (45) days of this Grant Award's end date. Failure to de-obligate remaining funds in a timely manner may result in an automatic de-obligation of remaining funds by MEMA.

### a. Audit Requirements

A non-Federal entity that expends a combined total of \$750,000 or more during its fiscal year in Federal awards must have a Federal compliance audit (Single Audit) as required by 2 CFR Part 200 Subpart F.

### b. Retention of Records

Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the



submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 CFR § 200.334.

**Department of Transportation  
Pipeline and Hazardous Materials Safety Administration (PHMSA)  
Hazardous Materials Grants**

**Grant and Cooperative Agreement  
Terms and Conditions**

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## 1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Program Authorizing Official (PAO)** – The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.
- c) **Agreement Officer (AO)** – The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.
- d) **Grant Specialist (GS)** – The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Recipient Authorized Grantee Official** – The individual with the Recipient organization who has authority to legally and financially bind the organization. It is the Recipient’s responsibility to follow their agency’s policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.
- f) **Recipient Project Director** – The individual designated by the recipient who is responsible for the technical direction of the program or project.

## 2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

## 3. Compliance with Award Terms and Conditions

Submission of an application constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

## 4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

**5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)**

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

[2 CFR 200](#) is incorporated by reference into this award

**6. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy**

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and [2 CFR 200.450](#)– “Lobbying,” within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

[49 CFR 20](#) is incorporated by reference into this award.

**7. Nondiscrimination**

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”

[49 CFR 21](#) is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <https://www.phmsa.dot.gov/about-phmsa/civil-rights/grant-recipient-information>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at [rosanne.goodwill@dot.gov](mailto:rosanne.goodwill@dot.gov).

**8. Government-wide Debarment and Suspension (Non-procurement)**

The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an

entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”

**2 CFR 1200** “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the PAO if the recipient suspends or debars a sub-awardee.

**9. Drug-Free Workplace**

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with **49 CFR 32**, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

**10. eInvoicing (PHMSA June 2018)**

Recipients of PHMSA grants and cooperative agreements must use the DOT Delphi eInvoicing System.

**a) Recipients’ Requirements:**

Recipients must:

- i. have internet access to register and submit payment requests through the Delphi eInvoicing system.
- ii. submit payment requests electronically, and receive payment electronically.

**b) System User Requirements:**

- i. Contact the assigned grant specialist directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- ii. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

**Via U.S. Postal Service (certified):**

DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125

**Via FedEx or UPS:**

DOT Enterprise Services Center  
MMAC-FAA/ESC/AMZ-150  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

**Note:** Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website

(<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>)

**c) Waivers**

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-invoicing-system.html>) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

**11. Payments**

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of “Request for Advance or Reimbursement” (Standard Form SF-270).

**a) Method of payment**

- i)** The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
- ii)** If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
  - i) Accept payment by check or some other mutually agreeable method of payment; or
  - ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

**b)** Recipient’s EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: <https://www.sam.gov>

**c)** Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

**d)** Suspension of payment. If the Recipient’s EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

**e)** Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

**f)** Liability for uncompleted or erroneous transfers.

- i)** If an uncompleted or erroneous transfer occurs because the Government used the Recipient’s EFT information incorrectly, the Government remains responsible for –
  - i) Making a correct payment;
  - ii) Paying any prompt payment penalty due; and

- iii) Recovering any erroneously directed funds.
  - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
    - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
    - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

## **12. Advance Payment**

49 CFR § 110.50 authorizes PHMSA to issue advance payments to grant recipients. Recipient must receive prior approval from PHMSA and must meet the required criteria for advance payments be made.

- a) Recipient must possess financial management systems that meet the standards for fund control and accountability as established in 2 CFR 200.302 for awards issued after that date. Recipient must ensure that advance payment requests are limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project.
- b) Recipient must deposit and maintain advance payments in insured accounts whenever



possible unless the recipient receives less than \$120,000 in federal awards from all sources or can demonstrate the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances. \$250 for awards issued prior to December 26, 2014.

- c) Recipient submits advance payments based on cash payment needs and not accrued liabilities.
- d) Recipient must remain in compliance with the terms and conditions of their award.
- e) Recipient is not indebted to the United States Government.
- f) Recipient's SAM.gov registration is current and active at the time of the advance payment request.
- g) The recipient maintains supporting documentation in their files and makes them available upon request to PHMSA in order to determine if the costs adhere to the applicable cost principles, statutes and regulations. PHMSA will also monitor to ensure grantee has not requested advance payments beyond immediate disbursing needs and that excess balances were promptly returned to the Treasury.

### **13. Advance Payment Process**

To request an advance payment, log into the DOT Electronic Payment System (Delphi E-Invoicing), create and submit a standard invoice, and complete an SF270 form with the Advance Payment Request. This process is similar to requesting a reimbursement. The grant specialist assigned to your account will receive an email generated from the system with the invoice details.

- a) Advance payments must be fully disbursed (example: checks written, signed, and issued to the payees) within 30 days of the date you receive the advance funds from the U.S. Treasury.
- b) Advance payment requests should be submitted no earlier than 10 business days prior to the beginning of the period for which the funds are requested.
- c) PHMSA will check for all of the following criteria:
  - i. Your award balance is sufficient to meet the advance amount requested.
  - ii. Evaluations will be based on cash payments and not on accrued liabilities.
  - iii. You have satisfied program requirements including submission of required federal financial reports for prior quarters/periods.
  - iv. The request is for allowable expenditures.

### **14. Adherence to Original Project Objectives and Budget Estimates**

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the Program Authorizing Official or delegate.*

- b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

**15. Prior Approvals**

- a) The following expenditures require the PAO's advance written approval:
  - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
  - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

**16. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas**

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
  - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
  - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
  - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
  - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

## **17. Seat Belt Use Policies and Programs**

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

## **18. Ban on Text Messaging While Driving**

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
  - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
  - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c) *Assistance Awards*. All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

**19. Rights in Technical Data**

Rights to intangible property under this agreement are governed in accordance with [2 CFR 200.315](#) - “Intangible Property.”

**20. Notice of News Releases, Public Announcements, and Presentations**

The Recipient must have the PAO’s prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance.

**21. Violation of Award Terms**

If the Recipient has materially failed to comply with any term of the award, the PAO may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances. If PHMSA determines that a grantee’s application contains material errors, false, fictitious, misleading, or fraudulent statements or claims, PHMSA may choose to not award a grant; or terminate an awarded grant, in whole or in part, consistent with 2 CFR 200.

**22. Reporting Fraud, Waste, or Abuse**

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:  
DOT Inspector General Hotline  
1200 New Jersey Ave SE  
West Bldg 7<sup>th</sup> Floor  
Washington, DC 20590  
Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

**23. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)**

a) *Definitions*. As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes the following:

i) *Salary and bonus*.

- ii) Awards of stock, stock options, and stock appreciation rights.
  - iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v) Above-market earnings on deferred compensation which is not tax-qualified.
  - vi) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b) ***System for Award Management (SAM)***. As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>
- c) ***Notification to Sub-Awardees***. Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.
- d) ***Reporting of First-Tier Sub-Awards***. By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsrs.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsrs.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.
- i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
  - ii) Name of the sub-awardee.
  - iii) Amount of the sub-award.
  - iv) Date of the sub-award.
  - v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
  - vi) Sub-award number (assigned by the Awardee).
  - vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
  - viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
  - ix) The prime award number (assigned by PHMSA)
  - x) Awarding agency name. (PHMSA)
  - xi) Funding agency name. (PHMSA)
  - xii) Government awarding office code. (56)
  - xiii) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.

- xiv) The applicable North American Industry Classification System (NAICS) code.
- e) **Reporting Executive Compensation of Awardee.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
  - ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
  - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- f) **Reporting Executive Compensation of Sub-Awardees.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.fhrs.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

#### **24. 811, Call Before You Dig Program (PHMSA June 2014)**

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration’s (PHMSA’s) website at [www.phmsa.dot.gov](http://www.phmsa.dot.gov).

#### **25. Access to Electronic and Information Technology (PHMSA DEC 2013)**

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at [phmsa.civilrights@dot.gov](mailto:phmsa.civilrights@dot.gov), or 202-366-9638.

#### **26. Combating Trafficking in Persons (PHMSA JULY 2016)**

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:



- i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
- ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
  - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
  - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
- iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
- iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
- v) Providing or arranging housing that fails to meet the host country housing and safety standards.

**27. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)**

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

## **28. Copyrights**

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and
- b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

## **29. Reporting**

- a) *Biannual Federal Financial Report (FFR) (SF-425)* – The mid-year FFR provides an update on the status of funds for the first half of the performance period. This report is cumulative. The biannual FFR is due no later than 11:59pm Eastern Standard Time (EST), April 30<sup>th</sup> and December 30<sup>th</sup> of the performance year.
- b) *Biannual Performance Report* – The biannual performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the first half of the performance period. The biannual performance report is due no later than 11:59pm Eastern Standard Time (EST), April 30<sup>th</sup> and December 30<sup>th</sup> of the performance year.
- c) *End of year financial report* – The end of year FFR closes-out the financial reporting for the performance period. An end of year FFR is due no later than 11:59pm Eastern Standard Time (EST), 90 days after the end of the performance period.
- d) *End of year performance report* – The final performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the entire performance period. The end of year performance report is due no is due no later than 11:59pm Eastern Standard Time (EST), 90 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than 15 days before the reports are due. The request must include the reason for the request and the requested due date.

(End of provision)



**Hazardous Materials Emergency Preparedness Grant Program**  
U.S. Department of Transportation

**Pipeline and Hazardous Materials  
Safety Administration**

## **HMEP Expenditures Guide**



**The Pipeline and Hazardous Materials Safety Administration's Hazardous  
Materials Grants Program**

[HMEP.Grants@dot.gov](mailto:HMEP.Grants@dot.gov)  
[www.phmsa.dot.gov/hazmat/grants](http://www.phmsa.dot.gov/hazmat/grants)  
(202) 366-1109

**Developed by the Pipeline and Hazardous Materials Safety Administration  
(PHMSA) in collaboration with the Hazardous Materials Emergency  
Preparedness (HMEP) Working Group.**

## Pipeline and Hazardous Materials Safety Administration

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# Pipeline and Hazardous Materials Safety Administration

## 1. Introduction

The purpose of the Hazardous Materials Emergency Preparedness (HMEP) grant is to protect against the risks to life, property, and the environment that are inherent in the transportation of hazardous material in intrastate, interstate, and foreign commerce (Title 49 U.S.C. § 5101). The HMEP grant supports the emergency preparedness and response efforts of States, federally recognized Tribes, and Territories that deal with hazardous materials emergencies, specifically those involving transportation.

This grant also aids grantees in meeting the requirements of §§ 301 and 303 of the Emergency Planning and Community Right-to-Know Act of 1986 (Title 42 U.S.C. Chapter 116).

Through your participation in the HMEP grant program, PHMSA seeks to increase the effectiveness of hazardous materials response and preparedness efforts, and reduce the risks associated with the bulk transport of highly flammable liquids, and other hazardous materials, throughout the United States.

To advance PHMSA's mission, the HMEP grant awards funding to States, U.S. Territories, and federally recognized Tribes to:

- Develop, improve, and implement emergency plans
- Train public sector hazardous materials (hazmat) emergency response employees to respond to accidents and incidents involving hazardous materials in transportation
- Determine flow patterns of hazardous materials within a State, between States, between States and federally recognized sovereign nations, and within Territories.
- Determine the need within a State for regional hazardous materials emergency response teams
- Assess local preparedness and response capabilities
- Conduct emergency response drills and exercises associated with emergency preparedness plans
- Provide for technical staff to support the preparedness effort
- Train public sector employees to respond to accidents and incidents involving the transportation of hazardous materials
- Determine the number of public sector employees employed or used by a political subdivision who need the proposed training and to select courses consistent with national consensus standards or the [Guidelines for Hazardous Materials Response, Planning and Prevention/Mitigation Training](#)
- Design, develop and deliver comprehensive preparedness and response training to public sector employees, and financial assistance for trainees and for the trainers, if appropriate, such as tuition, travel expenses to and from a training facility, and room and board while at the training facility
- Deliver emergency response drills and exercises associated with training, a course of study, and tests and evaluation of emergency preparedness plans
- Evaluate courses to determine effectiveness of delivery and student retention
- Pay expenses associated with training by a person (including a department, agency, or instrumentality of a State or political subdivision thereof, a Territory, or federally recognized Tribe) and activities necessary to monitor such training including, but not limited to, examinations, critiques and instructor evaluations
- Maintain staff to manage the training effort designed to result in increased benefits, proficiency, and rapid deployment of local and regional responders
- Support additional activities the Associate Administrator deems appropriate to implement the scope of work for the proposed project and approved in the grant

## Pipeline and Hazardous Materials Safety Administration

The information contained in this document is provided for guidance to administer the HMEP grant program. This document supersedes all previous versions and is effective for fiscal year (FY) 2019 grant awards. Examples of allowable activities provided in this document are not all-inclusive, and the absence of a specific activity does not preclude its possible approval. All proposed activities will be considered based on the proposed budget costs allocable to the approved project in accordance with 2 CFR Part 200, Subpart E, and Cost Principles.

The purpose of this HMEP Expenditures Guide is to help grantees effectively administer their programs by providing examples (for reference only) of allowable, conditionally allowable, and unallowable activities.

### General Guidelines:

- Allowable expenditures are those that are: reasonable, necessary, and allocable to the approved project consistent with 2 CFR Part 200 and the Notice of Grant Award (NGA).
- Conditionally allowable expenses are only allowable from certain funding sources, or when the expenditures meet other conditions.
- Unallowable expenditures are costs prohibited by law or regulation, Federal cost principles, PHMSA policy, or special terms and condition of award.

The following items require prior approval and the submission of the Hazmat Grant Activity Request Form to PHMSA by selecting one of the following options in the HMEP Grants Portal at <https://hazmatgrants.phmsa.dot.gov>:

- Activities not specified in the approved grant application
- Budget revisions
- Change in Point of Contact for the Grant

- Requests for reimbursement must be submitted via the Delphi eInvoicing System using OMB SF-270, Request for Advance or Reimbursement.
- For new users, please coordinate with your assigned Grant Management Specialist for access.

Questions and other inquiries should be directed to your assigned Grant Management Specialist or via e-mail at: [HMEP.Grants@dot.gov](mailto:HMEP.Grants@dot.gov).

## 2. General Expenditures

Examples of allowable general expenditures that do not fall under preparedness or response training grant expenditures are listed below.

### Allowable General Expenditures

Grants Management Courses

Continuing Education Specific to Grants Management Functions

Financial Management Courses with Grant Management Concentration

### 3. Preparedness

#### 3.1 Allowable Preparedness Expenditures – Commonly Approved Expenditures

<b>Enhancing Hazardous Materials Plans</b>
Developing, improving, and implementing emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986
Workshops, drills, and exercises associated with hazmat emergency plans
Risk assessments to enhance plans
Capability assessments that evaluate the ability for first responders, non-governmental organizations, and other involved stakeholders to respond to a hazmat emergency
Gap analysis to enhance planning objectives
Improving interagency interoperability to better respond to and mitigate hazmat incidents
Determining commodity flow transportation patterns of hazmat and developing and maintaining a system to keep such information current
Assessing the need for regional hazmat emergency response teams
Providing technical staff to support planning efforts
Aerial photography for use with Commodity Flow Study research
<b>Planning Courses</b>
Courses aimed at developing, improving, and implementing emergency plans under the Emergency Planning and Community Right-to-Know Act (EPCRA) §§ 301 and 303 (Title 42 U.S.C. Chapter 116)
Hazmat transportation emergency preparedness and response courses
Hazmat risk analysis
Commodity Flow Study courses
Regional Response Strategy Selection courses
<b>Equipment and Supplies<sup>1</sup></b>
Computer equipment dedicated to HMEP Grant activities (use for operations purposes not allowable)
Supplies and equipment required for HMEP-funded exercises and activities

<sup>1</sup> 2 CFR § 200.33 defines *equipment* as tangible, non-expendable personal property with a unit acquisition cost of \$5,000 or more (unless State policy sets a lower threshold) and with a useful life of more than one year. When calculating the cost of the property, it includes any accessories needed to make it operational. Any items not meeting this definition should be shown as “supplies,” e.g., computers must be shown as “supplies,” based on their acquisition cost.



### 3.1 Allowable Preparedness Expenditures, concluded

Conferences and Meetings
National Association of SARA Title III Program Officials (NASTTPO)
<p><a href="#">TRANSCAER®</a>*: TRANSCAER® (Transportation Community Awareness and Emergency Response) is a voluntary national outreach effort focusing on assisting communities with preparing for, and responding to, possible hazmat transportation-related incidents. TRANSCAER® educates emergency responders and their communities and includes safety training cars from the Firefighters Education and Training Foundation.</p> <p>* Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.</p>
International Association of Fire Chiefs (IAFC), <a href="#">International Hazmat Conference</a> : The IAFC hosts the International Hazardous Materials Response Team Conference, which presents “what’s new in hazmat” and how it impacts today’s hazmat teams on the job.
<a href="#">Midwestern Hazmat Conference</a> : Two-day conference on hazmat and related response training presented by instructors in the hazmat response community. (Only courses on hazmat response are eligible.)
Other
Hazmat publications for permanent collections, such as the NFPA 472 guide

### 3.2 Conditionally Allowable Preparedness Expenditures

Conditionally allowable expenditures are those that are not commonly approved, but will receive special consideration upon proposal.

Examples of conditionally allowable preparedness expenditures are listed below.

Tier II Chemical Inventory Reports
Tier II Databases
Statewide conference emphasizing hazmat emergency response capabilities, collaboration, networking, and preparedness opportunities for responders, particularly those related to transportation. Conditions include: transportation hazmat-themed schedule

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Regional hazmat conferences and workshops, specifically those related to transportation
<b><u>Fire Department Instructors Conference (FDIC)</u></b> : Comprehensive training for all levels of fire service practitioners with more than 24 hands-on training evolutions, 34 pre-conference workshops, and more than 160 classroom presentations. Conditions include: transportation hazmat-themed schedule
<b>LEPC meeting expenses</b> – Conditions include: LEPC meeting expenses are allowable when pertaining to the HMEP grant
<b>Hospital Drills</b> – Conditions include: Decontamination from a transportation incident (radiological, chemical, or other hazmat)
<b>Emergency Operating Center (EOC) Leadership Exercises</b> – Conditions include: Leadership exercises for events concerning hazmat preparedness and response
<b>Title III Software</b> (e.g., CAMEO/PEAC/PLUME) – Use of software must be tied to planning for hazmat transportation related accidents/incidents
<b>Fixed-facility hazmat preparedness</b> – Conditions include: Exercises and plans that include transportation of materials to and from fixed-facilities; exercises that test the same capabilities that would be used to respond to a hazmat transportation incident
<b>Refreshments</b> – Conditions include: Beverages for trainings that are in rural locations or training conducted outside where hydration is needed to ensure exercises are safely conducted.

### 3.3 Unallowable Preparedness Expenditures

Examples of unallowable preparedness expenditures are listed below.

Natural Disaster Exercises (e.g., Urban Avalanches, Pandemic Flu, Cruise Ship, Wildfire, Earthquake)
All-Hazards Warning System Drills
Joint Terrorism Task Force (JTTK) Exercises
WebEOC (EOC-Emergency Operations Center) mapping
Public Officials Conference that does not have a tie-in to hazardous materials transportation
Town-wide alert system
Development and distribution of a Hazmat Calendar
Expenses counted as match funds toward another Federal grant program or cooperative agreement
Entertainment costs
Foreign travel
Purchase of cell telephone(s), except for administration of the HMEP grant at the state level
Any costs disallowable or stated as ineligible in 49 CFR part 110 and 2 CFR 200 Subpart E
Any cost specifically prohibited in the General Terms and Conditions of the award, PHMSA policy as detailed in this Expenditures Guide, or Special Terms and Conditions listed on the NGA (Remarks section)
Membership fees and subscriptions, except as otherwise noted.
<b>Food</b> – Food purchased with HMEP funds for exercises, planning sessions, meetings, conference and more is unallowable under the HMEP grant program.

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Stipends
<b>ERI (Fire Rescue International):</b> Fire Rescue International (FRI) annual conference for fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.

### 4. Training

#### 4.1 Allowable Training Expenditures

Examples of allowable training expenditures are listed below.

General Training Expenditures
Reimbursement for instructor(s) and trainees for tuition and travel expenses (lodging and per diem) to and from a training facility
Facility rental cost reimbursement
Expenses associated with training, such as staff to support the training effort, evaluation forms, etc.

National Fire Protection Association (NFPA) 472 or Occupational Safety And Health Administration (OSHA) 29 CFR § 1910.120 Competency Requirement Suggested Courses
Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) training with transportation tie-in
Hazmat Incident Command System (ICS), includes the following courses: <ul style="list-style-type: none"> <li>- ICS-100: Introduction to the Incident Command System</li> <li>- ICS-200: Incident Command System for Single Resources and Initial Action Incidents</li> <li>- ICS-300: Intermediate Incident Command System</li> <li>- ICS-400: Advanced Incident Command System</li> </ul>
Hazmat Awareness, Operations, Technician, Specialist, and Refresher Courses
Hazmat Incident Commander
Hazmat Officer/Safety Officer
Industrial Fire Fighting- (rail yards, fuel transfer facilities, and ports)
Confined Space Rescue
Hazmat Basic Life Support/Advance Life Support
Chemistry for Emergency Responders
Marine Operations - Ship-board rescue, firefighting, and hazmat
Airport Rescue Fire Fighting (aircraft response and rescue)
Explosive Ordinance Disposal/Explosives involving transport of explosives
Radiological (sources in transportation, but not Weapons of Mass Destruction.)
Tank Car Specialty

**4.1 Allowable Training Expenditures, continued**

<b>National Fire Protection Association (NFPA) 472 or Occupational Safety and Health Administration (OSHA) 29 CFR § 1910.120 Competency Requirement Suggested Courses, concluded</b>
Intermodal Tank Specialty
Marine Tank Vessel Specialty
Flammable Liquid Bulk Storage
Flammable Gas Bulk Storage
Radioactive Material Specialty in Transportation
First Receiver Awareness Training
Crude Oil Training
Cargo Tank Specialty
<b>Other Allowable Training Course Examples</b>
Ammonia, Ethanol, Chlorine Response
Alternative Fuels, used in transportation
Developing a Plan of Action
Chemistry of Hazmat-Part I/II
Surveying a Hazmat Incident
Level A/Level B Personal Protective
Hazmat for Emergency Management System (EMS)
Hazmat for Dispatcher
Hazmat Containers
Hazardous Materials Monitoring Refresher
Hazmat Level B Dress-out and Decon
Hazmat Technical Decon Refresher
Hazmat Containment and Control
Haz-Cat Training
Pro Board® Certification for Hazmat Training Courses

#### 4.1 Allowable Training Expenditures, continued

<b>Other Allowable Training Course Examples, concluded</b>
Pipeline Incident in Transportation Response Training
Haz Mat IQ Training (Above and Below the line, Advanced IQ & Tox Medic, etc.)
Emergency Medical Technician (EMT) Training for hazmat
Employee Hazmat Emergency Response Readiness Training
Creating and maintaining hazmat emergency response training websites
CAMEO Training, particularly that related to transportation
TRANSCAER® (travel and necessities* for physical needs and comfort of trainers and training recipients)
* Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.
<b>Allowable Training Equipment, Supplies and Materials</b>
Computer equipment used exclusively for activities allowable under this HMEP Grant (e.g., approved computer-based training activities).
Rental equipment necessary to provide specific training, whether consumed in the training (e.g., this isn't equipment) or otherwise (e.g., a training suit). In most cases, equipment costs are expected not to exceed 5 percent of the total cost of the grant awarded and must be fully justified.
Publications, manuals, and other materials necessary to provide training and are used by instructor(s) and trainees--where appropriate, this may include the printing and copying of such materials and any cost of distributing these materials (such as mailing the materials to trainees in advance of the first training session).
Simulation software for hazmat training courses
Hazmat training suits for specific transportation related exercises
Firefighting foam for specific transportation related exercise

#### 4.1 Allowable Training Expenditures, concluded

<b>Conferences</b>
<a href="#">NASTTPO</a> (National Association of SARA Title III Program Officials)
<a href="#">Hazmat Continuing Challenge</a>
<a href="#">HOTZONE</a> or <a href="#">COLDZONE</a>
<a href="#">IAFC International Hazmat Conference</a>
<a href="#">Midwestern Hazmat Conference</a>

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### 4.2 Conditionally Allowable Training Expenditures

Examples of conditionally allowable training expenditures are listed below.

Statewide conference emphasizing hazmat emergency response capabilities, collaboration, networking, and planning opportunities for responders.
Regional hazmat conferences and workshops
<b>Fixed-facility hazmat training</b> – Conditions include: Training that includes transportation of materials to and from fixed-facilities; training that addresses the same capabilities that would be used to respond to a hazmat transportation incident
<b>Refreshments</b> – Conditions include: Beverages for trainings that are in rural locations or training conducted outside where hydration is needed to ensure safe training.

### 4.3 Unallowable Training Expenditures

Examples of unallowable training expenditures are listed below.

Courses not related to hazmat emergency response (with the exception of the pipeline training listed in section 4.1 above)
Pro Board® Accreditation and Membership Fees
Emergency Preparedness Presentation to Child Care Providers
School Violence Prevention
Weapons of Mass Destruction (WMD) Terrorism courses
Weapons of Mass Destruction (WMD) Radiological Training
Mobile Meth Lab Training
Active Shooter Training
Pandemic Flu Exercises
Joint Terrorism Task Force (JTTF) Exercises
Equipment for the purpose of <i>response</i> operations, such as: <ul style="list-style-type: none"><li>- Self-Contained Breathing Apparatus (SCBA)</li><li>- PPE (Personal Protective Equipment)</li><li>- Monitoring Equipment</li></ul>
Overtime of trainees and any other employees who “backfill” positions of trainees during the period of training.
Expenses counted as match funds toward another Federal grant program or cooperative agreement.
Entertainment costs
Purchase of cellular telephone(s), except for administration of the HMEP grant at the state level
Any costs disallowable or stated as ineligible in 49 CFR part 110 and 2 CFR 200 Subpart E

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Any cost specifically prohibited in the General Terms and Conditions of the grant award, or identified in PHMSA policy guidance, or as a Special Terms and Conditions listed on the NGA (Remarks section).
Stipends
<b><u>FRI (Fire Rescue International)</u></b> : Fire Rescue International (FRI) annual conference for fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.
<b>Food</b> – Food purchased with HMEP funds for exercises, planning sessions, meetings, conference and more is unallowable under the HMEP grant program.

### 5. Grant Specifics

#### Requests for Reimbursement

Requests for reimbursement must include a SF-270 that can be accessed online via the Delphi eInvoicing System or uploaded if the online SF-270 is not operational. Some grantees may be required to submit supporting documentation for payment requests. If this is the case, a special term and condition will be listed on the NGA indicating this status. PHMSA may request additional substantiation for supporting reimbursement payments at any time. Reimbursement may not be made for a project plan unless approved by PHMSA either in the application or via Activity Request. Grantees are to keep supporting documentation on file in accordance with their internal policies and procedures. While supporting documentation may not be required for every payment, it may be requested during the course of PHMSA's ongoing monitoring process. A lack of supporting documentation on file may result in questioned or unallowable costs.

#### Matching Funds

Grantees (States and Tribes) are required to provide the 20% match and may use the following<sup>2</sup>:

- Cash (hard-match),
- In-kind contributions (soft match)
- A combination of in-kind or soft match plus hard-match to meet this requirement.

Grantees may use matching funds from all seven object classes. Examples include: salary<sup>3</sup>; equipment or supply purchase; space usage; the value of a participant's time during an allowable activity; unrecovered indirect costs, or the dollar value of a grant-related activity or purchase.

Grantees must continually examine funding priorities to ensure that activities and/or expenditures counted as matching towards the grant are used for allowable activities.

Match must be verifiable through grantee records and be maintained with the same level of effort as Federal funds. Records must show how the value of a contribution is made. 2 CFR §§ 400-475 provide more detail on match requirements and expectations.

Match may include waived indirect costs and not be paid by the Federal Government under any other award.



## Percent of Funds for Programmatic Activities

At least 75% of the funds must be for programmatic activities, this includes:

- Developing, improving, and implementing emergency plans
- Conducting commodity flow studies
- Conducting exercises
- Training public sector employees

As required by 2 CFR § 200.302, a grantee must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for the state's own funds. HMEP grantees must ensure that the management and administration (M&A) Federal cost of this grant program does not exceed 25%, as referenced in the FY 2017 funding announcement and required by the terms and conditions of the grant award.

Title 2 CFR, Grants and Agreements, provides greater clarity to the role and expectations for pass-through entities conducting oversight of subrecipients. It expands on the responsibilities of pass-through entities by providing for a more robust system of risk assessment, oversight and monitoring. (See 2 CFR §§ 200.330 and 200.331)

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<sup>2</sup> Per 48 U.S.C.1469a, the requirement to provide a 20% match for the Planning and Training (direct and indirect) costs of all activities covered under the grant award program with non-Federal funds is waived for "Insular Areas" which include the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Government of the Northern Mariana Islands in order to minimize the burden caused by the existing application and reporting procedures.

<sup>3</sup> 2 CFR Section 200.430(i) require that all salaries and wages charged to a Federal award be documented to accurately reflect the work performed for the award. Salaries and wages used to meet cost-sharing or matching requirements must be treated in the same manner as salaries and wages directly charged to an award.

## Audits

Recipient agencies are responsible for obtaining audits in accordance with 2 CFR Part 200 Subpart F. Audits must be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. PHMSA may audit a recipient agency at any time.

USE OF LEPC FUNDS  
(Revised May 12, 2015)

1. GRANTED TO LEPC'S, NOT COUNTIES OR EMA'S
2. COUNTY TREASURER IS CUSTODIAN MAINTAINING A SEPARATE ACCOUNT(S) SUBJECT TO LEPC AND COUNTY DIRECTOR APPROVAL FOR EXPENDITURES. COUNTY COMMISSIONER APPROVAL IS NOT REQUIRED. COUNTY ACCOUNTING PROCEDURES SHALL BE FOLLOWED. ANY INTEREST BENEFITS THE LEPC.
3. LEPCS DETERMINE USE WITH POLICY GUIDANCE AND RECOMMENDATIONS FROM SERC AND COUNTY DIRECTOR. COUNTY DIRECTORS HAVE DISCRETIONARY AUTHORITY FOR ADMINISTRATIVE USE OF FUNDS SUBJECT TO GUIDELINES ADOPTED BY THE LEPC.
4. FUNDS PROVIDED BY SERC FOR ADMINISTRATION MAY BE USED FOR ACTIVITIES THAT SUPPORT THE LEPC MISSION ALONG WITH PLAN DEVELOPMENT AND PLAN MAINTENANCE. EXAMPLES OF ALLOWABLE EXPENSES ARE:

PAPER	PRINTING
POSTAGE	MILEAGE
MEALS	TELEPHONE
LEGAL ADVERTISING	REGISTRATIONS
AUDIO VISUAL EQUIPMENT	COMPUTER EQUIPMENT
COMPUTER SOFTWARE/SUPPLIES	REFERENCES BOOKS
SUBSCRIPTIONS	COURSE FEES FOR LEPC MBRS & EMA STAFF

BASIC OFFICE SUPPLIES SUCH AS PENS, TAPE, MARKERS, BINDERS ETC.

WAGES FOR PART-TIME OR CONTRACT HELP FOR PLANNING TASKS

EXPENDITURES FOR ITEMS NOT LISTED MAY BE CONSIDERED ON A CASE BY CASE BASIS AND WILL NEED WRITTEN DOCUMENTATION OF HOW THEY SUPPORT THE LEPC PLANNING MISSION.

5. EQUIPMENT MUST BE USED WITHIN EOC/EMA OFFICES FOR SUPPORT OF LEPC ACTIVITIES.

FUNDS CANNOT SUPPLEMENT ANY OTHER DEPARTMENT, AGENCY OR PRIVATE ENTITY, FIRE DEPARTMENTS, SHERIFF OFFICES, HAZMAT RESPONSE TEAMS OR UNIVERSITY OPERATIONS (EXCEPT FOR TRAINING RELATED ITEMS)

6. QUARTERLY FINANCIAL REPORTS AND SEMI-ANNUAL ACTIVITY REPORTS ARE REQUIRED DOCUMENTING HOW THESE FUNDS HAVE BEEN EXPENDED.