

GRANT AWARD
TERMS AND CONDITIONS

Program Name: NFA State Fire Training Program Grant

CFDA Number: 97.043

GRANTEE: State of Indiana

AGREEMENT NUMBER: EMW-2008-GR-0610

AMENDMENT NUMBER:

ARTICLE I – AUTHORIZATION:

- A. Homeland Security Act of 2002, Public Law 107-296
- B. The U.S.A. Patriot Act of 2001, Public Law 107-56
- C. Federal Emergency Management Agency, Executive Order 12127
- D. The Federal Fire Prevention and Control Act of 1974, Public Law 93-498,
- E. Section 21 (a and b).

ARTICLE II – PROGRAM NARRATIVE DESCRIPTION

The Grantee shall perform the work described in the approved grantee's Work Plan. That narrative is made a part of these grant agreement articles by reference. After careful consideration, DHS has determined that the Grantee's project, as detailed in the submitted project narrative and budget information submitted as part of the Grantee's application is consistent with the program's purpose and worthy of award. As such, any material deviation from the approved program narrative must have prior written approval.

ARTICLE III – PERIOD OF PERFORMANCE/BUDGET PERIOD

- A. **Project Period:** The Project Period shall be a maximum of twelve (12) months, beginning **September 15, 2008 through September 14, 2009**, and will correspond to the applicable approved Budget Period, unless extensions have been authorized.
- B. **Budget Period:** The Budget Period shall be from the effective date of this grant modification through the following 12 months: **September 15, 2008 through September 14, 2009**.
- C. **Costs:** The Grantee shall only incur costs or obligate funds within the Budget Period for approved activities or within the approved Period of Performance if continuation award has been authorized. All additional funding under this Grant Agreement is subject to the availability of funds and the needs of the Federal Government.

ARTICLE IV – AMOUNT OF AWARD

A. **Approved Budget:** The approved budget for this award by category is:

Personnel	\$	0.00
Fringe Benefit	\$	0.00
Travel	\$	0.00
Equipment	\$	0.00
Supplies	\$	5,000.00
Contractual	\$	23,000.00
Construction	\$	0.00
Other	\$	0.00
TOTAL DIRECT	\$	28,000.00
<u>Indirect Charges</u>	\$	<u>0.00</u>
TOTAL BUDGET	\$	28,000.00

B. There is no cost-share or match required for this funding. The Department of Homeland Security will pay up to 100% of the costs identified in the approved budget listed under Article IV.A., Approved Budget. The maximum funding amount is \$28,000.00. If costs exceed the maximum amount of DHS approved funding, the Grantee shall pay the costs in excess of the approved budget.

ARTICLE V – RESPONSIBILITIES

The purpose of this Grant is to distribute fund via a grant to each of the 50 states to enable them to implement the U.S. Administration (USFA), National Fire Academy (NFA) training courses and programs within each state. Each State Fire Training System will receive a total of \$28,000.00, with \$23,000.00 earmarked for delivery of NFA training programs and \$5000.00 for marketing, administrative costs, and electronic feedback of student data. These grants support local training initiatives of NFA courses in four categories:

1. Delivery of NFA hand-off courses in State and Local areas.
2. Delivery of selected NFA regional and direct delivery courses
3. Endorsement Program courses
4. Chief Officer Training Curriculum

ARTICLE VI – REQUEST FOR ADVANCE/REIMBURSEMENT

A. DHS uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to Grantees. To enroll in the DD/EFT, the Recipient must complete a Standard Form 1199A, Direct Deposit Form.

1. The Grantee may be paid in advance, or reimbursed by completing the Standard Form (SF) 270, Request for Advance/Reimbursement. In accordance with Treasury regulations at 31 CFR Part 205, the Grantee shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. (See 44 CFR, Part 13.21(i) regarding payment of interest earned on advances. In

order to request an advance, the Grantee must maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds from DHS and expenditure disbursement by the Grantee. When these requirements are not met, the Grantee will be required to be on a reimbursement for costs incurred method.

2. In order to download the Standard Forms 270 and 1199A, the Grantee may use the Internet at:

<http://www.whitehouse.gov/omb/grants/sf270.pdf> and
<http://www.fms.treas.gov/eft/1199a.pdf>,

NOTE: FUNDS WILL NOT BE AUTOMATICALLY TRANSFERRED UPON ISSUANCE OF THE GRANT. YOU MUST SUBMIT A REQUEST FOR REIMBURSEMENT (SF270) IN ORDER FOR THE FUNDS TO BE TRANSFERRED TO YOUR ACCOUNT.

ARTICLE VII – FINANCIAL REPORTS

If the Grantee requests funds on a reimbursable basis, the SF 270, Request for Advance or Reimbursement, shall be used for financial reporting purposes. If funding is requested in advance, the Grantee is required to submit financial reports using the Standard Form 269.

The Grantee shall submit financial status reports (Standard Form 269) within 30 days after the end of each quarter. Reports are due January 30, April 30, July 30 and October 30. Copies of the Financial Status Reports shall be submitted to the Contract Specialist, and the Project Officer listed under Article IX, Grant Management Officials.

At the end of the performance period, or upon completion of the Grantee's program narrative, the Grantee must complete, on-line, a final Financial Status Report that is required to close out the grant. The **final** Financial Status Report is due within 90 Days after the end of the performance period. The addresses are as follows:

DHS/FEMA
Grants Programs Directorate
Grants Management Branch
500 C Street, SW – Tech World, Room 426
Washington, DC 20472
Attn: Alanda Thomas

DHS/EPR/FEMA
FEMA/National Emergency Training Center
USFA/National Fire Academy
16825 S. Seton Ave.
Emmitsburg, Maryland 21727
301-447-1376 (voice)
Attn: Diane Close

ARTICLE VIII – PERFORMANCE REPORTS

The Grantee shall submit Performance Reports within 30 days after the end of each quarter. Reports are due January 30, April 30, July 30, and October 30. Quarterly reports shall consist of a comparison of actual accomplishment to the approved project objective. Copies of Performance Reports shall be submitted to the Contract Specialist and the Project Officer listed under Article IX, Grant Management Officials. The final performance report should provide a narrative on what the Grantee accomplished with the grant funds and any benefits derived.

ARTICLE IX – GRANT MANAGEMENT OFFICIALS

Officials for the NFA State Fire Training Program Project grant agreement are as follows:

- A. **Project Manager:** The Project Manager (PM), designated by the Grantee, is responsible for performance of the activities approved in the award:

1. The Project Manager is: Steve Walters
302 West Washington Street, E-208
Indianapolis, IN 46204
(317) 232-2447

2. The Project Officer is: V. Diane Close
U.S. Department of Homeland Security
Federal Emergency Management Agency
USFA/National Fire Academy
16825 S. Seton Avenue
Emmitsburg, MD 21727
(301) 447-1376 Voice
Diane.close@dhs.gov

3. The Assistance Officer is: Sylvia A. Carroll
Federal Emergency Management Agency
Grant Program Directorate
500 C Street, SW, -Tech World, Rm 411
Washington, DC 20472
(202) 786-9483 Voice
(202) 786-9905 Fax

B. **DHS Assistance Officer:** The DHS Assistance Officer (AO) is the DHS official who has full authority to negotiate, administer and execute all business matters of the Grant award:

The DHS Assistance Officer is: Sylvia A. Carroll
Federal Emergency Management Agency
Grant Program Directorate
500 C Street, SW, -Tech World, Rm 411
Washington, DC 20472
(202) 786-9483 Voice
(202) 786-9905 Fax

C. **The DHS Grant Management Specialist:** The Grant Specialist (GMS) shall be the DHS individual who has authority, administer, and execute all terms and conditions of the Grant award in concurrence with the PO.

Alanda Thomas
DHS/Federal Emergency Management Agency
Grant Program Directorate
500 C Street, SW, -Tech World, Rm 426
Washington, DC 20472
(202) 786-9486 Voice
(202) 786-9905 Fax

ARTICLE X – GRANT AWARD AMENDMENTS

All budget and program plan revisions shall be in compliance with OMB Circular A-102, Grants and Cooperative Agreements to States and Local Governments, or A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and OMB Circular A-21 Cost Principles for Educational Institutions, or A-87, Cost Principles for State and Local Governments, or A-122, Cost Principles for Non-Profit Organizations. In addition to these requirements, the Grantee shall submit and receive written prior approval before implementation for the following:

A. Budget Revisions:

1. Grantee must obtain prior approval from DHS/FEMA for transfers of funds between direct cost categories in the approved budget when such cumulative transfers among those direct cost categories exceed ten percent (10%) of the total budget.
2. Transfer of funds to entities, except those identified in the approved application, requires prior DHS/FEMA approval.
3. Need for additional funds. DHS is not obligated to provide additional funds

prior to the submission and approval of consecutive continuation options based on satisfactory performance and availability of funds.

4. If a Grantee estimates that it will have un-expended funds remaining after the end of the performance period, the Grantee should report this to DHS Assistance Officer at the earliest possible time and ask for de-obligation instructions.

B. Extension Request:

1. Requests for additional time extensions to the Period of Performance will be considered, but will not be granted automatically and must be supported by adequate justification in order to be processed. The justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended period of performance; and a description of performance measures necessary to complete the project.
2. Extensions to the Period of Performance shall be authorized only in writing by the DHS Assistance Officer.
3. There is no DHS obligation to provide additional funding as a result of time extensions approved.
4. Financial and Performance Status Reports must be current, and the extension justification must be submitted or extension requests will not be processed.

ARTICLE XI – OTHER TERMS AND CONDITIONS

The other terms and conditions of the agreement are as follows:

- A. **Buy America.** The Grantee, Sub-grantees and contractors receiving funds from this grant shall comply with the Buy American Act (41 U.S.C. 10a et seq.) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies.

B. Publication and Acknowledgement of DHS Sponsorship.

1. One copy of each article planned for publication will be submitted to the DHS Project Officer simultaneously with its submission for publication. Following publication, a copy of each published paper shall be submitted to the DHS Project Officer.
2. The Grantee agrees that when releasing information relating to this Grant, the release shall include a statement that the project or effort undertaken was or is sponsored by the Department of Homeland Security.

3. Disclaimer: The Grantee is responsible for assuring that every publication submission (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusion or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of Homeland Security."
4. For the purpose of this requirement, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings and symposia.
5. Publications: In compliance with the Section 623 of Treasury, Postal Service, and General Government Appropriations Act, 1993, and reenacted in Section 621 of the fiscal year 1994 Appropriations Act requires that all grantees disclose the amount and percentage of Federal funding and funding from non-governmental sources when making public announcements about Federally-funded projects in the amount of \$500,000 or more.

C. **Patent Rights.** Grantees are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."

D. **Environmental Standards.** By accepting funds under this Grant, the grantee assures that it will:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the Grants further agrees that it will:
 - a. Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than \$100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.
 - b. Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or the Grantee knows has been recommended to be placed on the List of Violating Facilities.
2. Identify to the awarding agency any impact this award may have on:
 - a. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA), at

42 U.S.C. 4321, et seq.) and to prepare Environmental Impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with environmental impact analysis process.

- b. Coastal barriers and provide help the agency may need to comply with Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
- c. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic River Act of 1968 (16 U.S.C. 1271, et seq.).

E. **Refunds.** The Grantee shall transfer to DHS the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from performance of this agreement, along with accrued interest. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with DHS in any claim or suit in connection with amounts due.

F. **Overpayment and Earned Interest.** Within ninety (90) days from the expiration date of the Performance Period, overpayment of funds shall be remitted to the Assistance Officer by check payable to United States Fire Administration. An overpayment represents the difference between allowable actual expenditures and total DHS payment received by the Grantee.

G. **Program Income.** Program income is income earned as a result of Grantee or sub-grantee grant-supported activity, or earned as a result of the grant agreement during the Period of Performance. Program income shall be added to the award of funds under this grant and shall be used to expand the approved program activities. The Grantee shall submit a written list of expanded activities to be accomplished as a result of the program Income funds. This list shall be submitted to the DHS AO for review and the approval within 20 days of receipt of program income.

H. ~~Security Requirements.~~

- ~~a. All work performed and information resulting there from, under this agreement shall be protected through Recipient's (and sub recipients of this award) DHS- approved security procedures, unless otherwise specified in writing by DHS.~~
- ~~b. The Recipients and sub recipients of the award shall use their own security and distributed under this award, including but not limited to, a DHS-approved Non-Discloser Agreement. In the event that information is divulged in violation of the terms of the NDA, the Recipient will immediately notify DHS of the same and take appropriate law enforcement and legal action.~~

Replaced
by
attached
language.
See attached
e-mail and
language

Replaced
by
attached
language
See attached
language
and e-mail.

- c. The Recipient and sub recipients shall ensure that federally marked sensitive information be protected in such a manner that it is safeguarded from the public discloser in accordance with applicable state or Federal laws and Recipients and sub recipients DHS-approved security procedures.
- d. DHS provided information designated as sensitive but unclassified for For Official Use Only (FOUO) transmitted to the Recipient and sub recipients will be safeguarded in accordance with written security guidance provided by DHS.
- e. Transmission of information developed, generated or received by the award shall be transported via secure security methods.
- f. Any personal information developed, generated or received as a result of this award shall be treated consistent with fair information principles.

- I. **Controlled Unclassified Information.** The parties understand that information and materials provided pursuant to or resulting from this Grant may be export controlled, sensitive, for official use only, or, otherwise protected by law, executive order or regulation. The Grantee is responsible for compliance with all applicable laws and regulations. Nothing in this Grant shall be construed to permit any disclosure in violation of those restrictions.
- J. **Allowability of Travel Expenses.** Expenses for transportation, lodging, subsistence and related items incurred by project personnel and by outside consultants employed on the project (GPM) Section 614 who are in travel status on business related to an DHS-supported project are allowable as prescribed in the governing cost principles. The requirements for prior approval detained in the governing cost principles are waived.
- K. **Cargo Preference.** The Grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 of equipment, materials or Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.
- L. **Fly America Act.** Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- M. **Site Visits.** DHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control

systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of the grantee or a contractor under an award, the grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

- N. **Equipment Purchase.** In accordance with 44 CFR 13.36(a), when procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.
- O. **Hotel and Motel Fire Safety Act.** The recipient agrees to ensure that all conferences, Meeting, convention, or training space funding in whole or in part with federal funds, complies with Hotel and Motel Fire Safety Act of 1990.

P. **Copyrights and Data Results:**

1. Copyright: The Recipient may publish, or otherwise exercise copyright in any work first produced under this Agreement unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). For any scientific, technical or other copyrighted work based on or containing data first produces under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings or similar works, the Recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notice 17 U.S.C. 401 or 402, and an acknowledgement of Government sponsorship (including award number) to any work produced under this Agreement.

2. Data rights:

a. General Requirements. the Recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in:

1) Any data that first produced under this Agreement and provided to the Government;

2) Any data owned by third parties that is incorporated in data provided to the Government under this Agreement; or

3) Any data requested in paragraph b. below, if incorporated in the Agreement

b. Additional requirement for research awards.

1) Requirements. If the Government believes that it needs additional research data that was produced under this Agreement, the Government may request the research data and the Recipient agrees to provide the research data within a reasonable time.

2) Applicability. The requirement in paragraph b(1) of this section applies to any research data that are:

a) Produced under this agreement, either as a recipient or sub recipient.

b) Used by the Government in developing an agency action that has force and effect of law; and

c) Published, which occurs either when:

i. The research data is published in a peer reviewed scientific or technical journal; or

ii. DHS publicly and officially cites the research data in support of an agency action that has the force and effect of law.

3) Definition of "research data." For the purpose of this section, "research Data."

a) Means that recorded factual material (excluding physical objects, such as laboratory samples) commonly accepted in the scientific community as necessary to validate research findings.

b) Excludes:

i. Preliminary analyses;

ii. Drafts of scientific papers;

iii. Plans of future research;

iv. Peer reviews

v. Communications with colleagues;

vi. Trade secrets;

vii. Commercial information;

- viii. Materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and
 - ix. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- c. Requirements for sub-awards. The Recipient agrees to include in any sub-award made under this Agreement the requirements of the *Copyright* and *Data Rights* paragraphs in this of this article and made of 37 C.F.R. 401.14, if included in the Agreement by reference.

ARTICLE XII – GOVERNING PROVISIONS

The Grantee and any sub grantee shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/97)
2. OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99), and
3. 44 CFR Part 13

B. Cost Principles

1. OMB Circular A-87, State and Local Governments (05/04/95, amended 08/29/97)
2. OMB Circular A-21, Educational Institutions (08/08/00)
3. OMB Circular A-122, Non Profit Organizations (05/19/98)

C. Financial Requirements: 13 CFR 205, Rules and Procedures from Funds Transfers

D. Audit Requirements

OMB Circular A-133, States, Local Governments, and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03) Non-Federal entities that expend \$500,000 or more Federal funds in their fiscal year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

E. Application

Grant application received and approved by DHS and the United States Fire Administration on July 10, 2007.

Gavin, Brad

From: Ramsey, Arlene [arlene.ramsey@dhs.gov]
Sent: Tuesday, February 24, 2009 10:33 AM
To: Gavin, Brad; Ramsey, Arlene
Cc: Henderson, John Paul; Close, Diane; Walters, Steve
Subject: RE: 2008 NFA State Fire Training Program Grant to INDIANA-EMW-2008-GR-0610
Attachments: NFA State Grants Agreement Articles - Revised H & I per OCC (1 page).doc

Mr. Gavin,

GPD is not in a position to redo the agreement articles at this time. I am attaching the updated paragraphs on a single page for your use. If you have any questions, please let me know.

Thank you.

From: Gavin, Brad [mailto:bgavin@dhs.IN.gov]
Sent: Tuesday, February 24, 2009 10:24 AM
To: Ramsey, Arlene
Cc: Henderson, John Paul; Close, Diane; Walters, Steve
Subject: RE: 2008 NFA State Fire Training Program Grant to INDIANA-EMW-2008-GR-0610

Arlene;

I am just checking on the status of this. If it is proving difficult to match the pages of the revised grant agreement template to the grant agreement that our agency received, it may be easier to provide us with the entire revised grant agreement.

If there is anything we can do to expedite this, please let me know.

Thank you
Brad Gavin
Legal Counsel
Indiana Department of Homeland Security
302 West Washington Street
Indianapolis, Indiana 46204
Phone: 317-233-4928
Fax 317-232-0146

From: Gavin, Brad
Sent: Friday, February 13, 2009 8:36 AM
To: 'Ramsey, Arlene'
Cc: Henderson, John Paul; Close, Diane; Walters, Steve
Subject: RE: 2008 NFA State Fire Training Program Grant to INDIANA-EMW-2008-GR-0610

Arlene;

Provisions XI H and I of our current NFA State Fire Training Program are not on pages 8 and 9. Instead Provision H starts about 2/3 of the way down on page 10 and Provision I is about in the middle of Page 11. I have attached a pdf of these current pages 10 and 11 which contain Provision's H and I. Could you send us a modified Page 10 and 11?

Thank you
Brad Gavin

2/24/2009

Legal Counsel
Indiana Department of Homeland Security
Phone: 317-233-4928
Fax 317-232-0146

From: Ramsey, Arlene [mailto:arlene.ramsey@dhs.gov]
Sent: Thursday, February 12, 2009 5:03 PM
To: Gavin, Brad
Cc: Henderson, John Paul; Close, Diane
Subject: 2008 NFA State Fire Training Program Grant to INDIANA-EMW-2008-GR-0610

Mr. Gavin,

Attached are revised Articles XI H and I for the NFA State Fire Training Program. Please remove pages 8 and 9 of the Agreement Articles for the above mentioned grant award and replace with the attached.

If you have any questions, please let me know.

2/24/2009

H. Security Requirements.

- a. All work performed and information resulting there from, under this agreement shall be protected through Recipient's (and subrecipients of this award) DHS-approved security procedures, if available, unless otherwise **specified in writing** by DHS.
- b. The Recipient and subrecipients of the award shall use a DHS-approved Non-Disclosure Agreement (NDA), if available, for transmission of information. In the event that information is divulged in violation of the terms of the NDA, the Recipient will immediately notify DHS of the same and take appropriate law enforcement and legal action.
- c. The Recipient and subrecipients shall ensure that federally marked sensitive information, including information designated as sensitive but unclassified or For Official Use Only (FOUO), be protected in such a manner that it is safeguarded from public disclosure in accordance with applicable State or Federal laws and Recipients' and subrecipients' DHS-approved security procedures, if available.
- d. Transmission of sensitive, confidential, or classified information developed, generated or received by the Recipient or subrecipients shall be transported via secure security methods.
- e. Any personal information developed, generated or received as a result of this award shall be treated consistent with fair information principles.
- f. In case of a conflict between this paragraph and a Recipient's or subrecipient's obligations under its State access to information laws, the State access to information laws shall prevail provided there is no conflict with an applicable Federal law.

- I. **Controlled Unclassified Information.** The parties understand that information and materials provided pursuant to or resulting from this Grant may be export controlled, sensitive, For Official Use Only (FOUO), or otherwise protected by law, executive order or regulation. The Grantee is responsible for compliance with all applicable laws and regulations. Nothing in this Grant shall be construed to permit any disclosure in violation of any applicable law or regulation.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p>Director of Training</p>
<p>* APPLICANT ORGANIZATION</p> <p>Indiana Department of Homeland Security</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>