

**AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION,
HOSPITALS AND OTHER NON-PROFIT ORGANIZATIONS
Rural Fire Assistance**

12/14/2000 Version

The following forms must be completed by the recipient prior to the initiation of the agreement. The SF forms and applicable OMB Circulars may be found on the Internet at the following site:

<http://www.whitehouse.gov/OMB/grants/index.html>

- < SF-424, Application for Federal Assistance
- < SF-424A, Budget Information - Nonconstruction Programs
- < SF-424B, Assurances - Nonconstruction Programs

This form will be completed by the recipient when they execute the agreement.

- < DI-2010, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (This form is located at the end of this model)

This agreement shall only be used in accordance with the DOI appropriation act of FY01, Rural Fire Assistance. You may not add subject items to the project management plan, however, you are not required to use all three of the items listed. The examples given are not a complete listing and other projects may be developed as long as they comply with "training, equipment purchase, and prevention activities on a cost share basis."

A. Information will need to be filled in that is specific to each agreement. Some of the sections, such as Section I, II, and III, are obvious and the others are marked with a *. The following procedures will help you find all the spaces that require a fill-in or a choice to be made in the text:

1. Start with your cursor at the beginning of the model agreement and hit the F2 (Find and Replace) key. At the bottom of the screen you will see the Find and Replace text box appear.
2. In the Find box type in the * (all the spaces to be filled or choices are marked with *).
3. With your mouse click on Find Next and your cursor will automatically move to the first *. You will need to backspace (to erase the *) and type in the information for your agreement or make the choice in text.
4. With the mouse click on Find Next to move to the next * and the next * will appear.
5. Keep doing this until you reach the end of the document.

B. Edit the Agreement Number (****) in the Header. Once you have filled in the new number, you will need to exit out of the Header by clicking on File, Close. The first page number in "Page ___ of ___" in the Header will start with Page 2. The second page number is created by a code on the last page of the document (Target (Pages)). Do not delete this code. This page number does not automatically change as pages are added. You must generate the document (Control F9) in order for it to change. If you do not generate the document before you print, WordPerfect will ask you if you would like to "generate" before you print, just answer "Yes".

C. "Comments" have been added throughout this document with helpful information to assist you in completing the agreement easier and faster. The comments are within an oval in the left margin and show up in full text only when you use the mouse and click on the oval. Click on the oval on the left of this paragraph now.

D. As you go through the document delete the administrative paragraphs not needed. Select one of the paragraphs if similar paragraphs are allowed.

If you have any questions, comments, or suggested changes please contact your Procurement Analyst or Contracting Officer.

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (*Check one*)

GRANT

COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

8. PROGRAM STATUTORY AUTHORITY

9. STARTING DATE

10. EFFECTIVE DATE

11. COMPLETION DATE

12. TYPE OF RECIPIENT (*Check one*)

- STATE
- LOCAL GOVERNMENT
- INDIAN TRIBAL GOVERNMENT
- EDUCATIONAL INSTITUTION
- INDIVIDUAL
- FOR-PROFIT ORGANIZATION
- NON-PROFIT ORGANIZATION
- OTHER (SPECIFY) _____

13. FUNDING INFORMATION

	Recipient	Agency
This obligation	\$ _____	\$ _____
Previous obligation	\$ _____	\$ _____
Total obligation	\$ _____	\$ _____
Share Ratio	_____ %	_____ %

14. ACCOUNTING AND APPROPRIATION DATA

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

16a. NAME AND TITLE OF SIGNER (*Type or print*)

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (*Type or print*)

16b. RECIPIENT

16c. DATE SIGNED

17b. UNITED STATES OF AMERICA

17c. DATE SIGNED

(Authorized Signature)

BY _____
(Signature of Assistance Officer)

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, *[BLM, BIA, NPS, FWS] and the * [Non-profit], for the purpose of enhancing the fire protection capability of rural fire districts.

B. Objective. To provide assistance in * training, equipment purchase, and prevention activities on a cost share basis. To increase firefighter safety, enhance the fire protection capabilities of rural fire departments, and enhance protection in the urban-wildland interface. To increase the coordination between local, State, Tribal, and Federal firefighting resources.

C. Authority.

P.L. 106-291, Making Appropriations for the Department of Interior and Related Agencies for the Fiscal Year ending September 30, 2001, and for Other Purposes, which states, in part, the Department of Interior will provide rural fire assistance.

D. Benefits. The public/*tribes will benefit by having reduced fire loss, the development of fire prevention programs, and the reduction of occurrence and intensity of wildland fires within the urban interface.

II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The *[agency] Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement. The AO is responsible for monitoring the agreement, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement, and closing out the agreement.

B. Contracting Officer (CO): The *[agency] Contracting Officer. The CO is the only individual authorized to obligate funds, award, modify or terminate the agreement. The CO is responsible for monitoring the agreement, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement, and closing out the agreement.

C. Assistance Representative (AR): The *[agency] Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

C. Contracting Officer's Representative (COR): The *[agency] Contracting Officer's Representative. The COR will be designated for the purpose of administering the technical aspect of the agreement. The COR is authorized to clarify technical requirements, and to review and approve

work which is clearly within the scope of the work specified in this agreement. The COR is not authorized to issue changes or in any other way modify this agreement.

D. *[agency.] May also be referred to as *Bureau/Service.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

G. The *. May also be referred to as recipient.

H. NTE: Not-to-Exceed

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The *[agency] project inspector. At the time of award, a *[agency] employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the * representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager. *

L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipients organization and commit the recipient to compliance with the terms and conditions of this agreement.

III. Project Management Plan.

A. The *[recipient] agrees to: (Examples)

1. Training: Provide/attend wildland fire suppression training (includes costs of associated travel in accordance with Federal Travel Regulations). Assist in the planning and coordination of the wildland fire training course(s). Provide wildland fire training instructor. Provide wildland fire training materials and conference room facilities.

2. Equipment purchase: Purchase wildland personal protective equipment for firefighters. Purchase supplies and materials associated with wildland firefighting activities, i.e., fuseses, hose, adapters, nozzles, drip torches, etc. Purchase of wildland fire tools, radios, engines, trucks, pumps and pump packages to be identified by types and quantities.

3. Prevention activities: Establish a fire safe community protection program. Prepare triage assessments for urban interface areas. Develop a community prevention program. Cooperate with Planning and Zoning to develop standards for wildland urban interface areas.

B. The *[agency] agrees to: (Examples)

1. Training: Assist in identifying training opportunities and developing training plans for rural firefighters. Provide instructor(s) for wildland training course(s). Provide wildland fire training materials and conference room facilities.

2. Equipment Purchase: Purchase equipment and/or facilitate transfer within applicable regulations. (Hand receipt or transfer) Types of equipment may include, but is not limited to, trucks, engines, pumps, pump packages, tools, supplies, materials, office equipment, etc.

3. Prevention activities: Assist in establishing a fire safe community protection program, preparing triage assessments for urban interface areas, and developing a community prevention program. Cooperate with Planning and Zoning to develop standards for wildland urban interface areas.

4. Provide payments to the * in accordance with Section *, Financial Support, and Section *, Payments, of this agreement and applicable OMB and Treasury Regulations.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the *[agency] *Contracting/ Assistance Officer and shall remain in effect for the remainder of FY *, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961. This agreement may be renewed for subsequent FYs (NTE a total of five), subject to the availability of Federal funding, by mutual written modification signed by both parties to this agreement.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the *[agency] *Contracting/ Assistance Officer and shall remain in effect until *, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

V. Financial Support.

A. This agreement shall be funded each FY based on the availability of *[agency] funding. The * hereby releases the *[agency] from all liability due to failure of Congress to appropriate funds.

B. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.

C. \$* (\$20,000 annual cap set by National Fire Plan Steering Group) represents the NTE amount for which the *[agency] will be responsible under the terms of this agreement. The *[agency] shall not be obligated to pay for nor shall the * be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.

C. \$* (\$20,000 annual cap set by National Fire Plan Steering Group) represents the annual NTE amount for which the *[agency] will be responsible under the terms of this agreement. Each modification issued will specify the NTE amount for that modification. The *[agency] shall not be obligated to pay for nor shall the * be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that modification.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923. Other Federal funds may not be used for cost sharing. The required cost share is 90% *[agency]/10% *[tribe/RFD]. Cooperator's contribution may be in the form of in-kind services.

VI. Payments.

A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), or National Institute of Health (NIH) payment system.

2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

[**Add FWS, BIA, NPS addresses]

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

3. If a designation has been submitted to the *[agency] under a previous agreement it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

B. The * shall be entitled to reimbursement* or advance payment* at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR.

Payments shall be governed by the provisions of 43 CFR Subpart F, Section 12.922 and 12.952.

C. If advance payments are made the * must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.

D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement.

VII. Property Management and Disposition.

Any *[agency] property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. The *[agency] assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306.

VIII. Deliverables and Reports.

Submit one copy of an annual performance report to the *[agency] within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

IX. Key Officials.

A. *Contracting Officer (CO)/Assistance Officer (AO)

Address

Telephone Number

B. *Contracting Officer's Representative (COR)/Assistance Representative (AR)

Address

Telephone Number

C. *Project Inspector (PI)
Address
Telephone Number

D. *Responsible Official
Address
Telephone Number

E. *Project Manager
Address
Telephone Number

X. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a *[recipient] and the CO/AO. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the CO/AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior 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. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

XI. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-21, Cost Principles for Educational Institutions and the completed Certificate For Indirect Cost is incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

C. Federal Acquisition Regulation (FAR) at 48 CFR Part 31 is incorporated by reference.

C. 45 CFR Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals, is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate II (Grantees Who are Individuals) and completed Form DI-2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

L. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK__IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust 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 or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK__IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check__if there are workplaces on file that are not identified here.

<p>PART D: Certification Regarding Drug-Free Workplace Requirements</p>
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CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the

identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

draft

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK __IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK __IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

draft

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.

2. EFFECTIVE DATE

3. REQUISITION NO.

4. ISSUED BY

5. ADMINISTERED BY *(If other than Item 4.)*

6. NAME AND ADDRESS OF RECIPIENT *(No., street, county, state, and ZIP)*

(T)

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.

8B. DATED

9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

G The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications **G** is extended, **G** is not extended. Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 13, and returning __ copies of the amendment; b) By acknowledging receipt of this amendment of each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OR YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION *(attach additional pages if needed)*

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA *(If required)*

12. IMPORTANT: Recipient **G** is not, **G** is required to sign this document and return __ copies to the issuing office.

13A. NAME AND TITLE OF SIGNER *(Type or print)*

14A. NAME AND TITLE OF ASSISTANCE OFFICER *(Type or print)*

13B. RECIPIENT/APPLICANT

13C. DATE SIGNED

14B. UNITED STATES OF AMERICA

14C. DATE SIGNED

(Authorized Signature)

BY _____
(Signature of Assistance Officer)