

**Memorandum of Agreement  
Between**

\_\_\_\_\_ (Agency)

**And  
The Pandemic Recovery Office (PRO), Rhode Island Department of Administration**

This Memorandum of Agreement (MOA) is entered into by and between \_\_\_\_\_ (Agency) and the Pandemic Recovery Office (PRO), an office within the Rhode Island Department of Administration responsible for oversight of the expenditure of the State Fiscal Recovery Funds (SFRF) received by the State of Rhode Island in accordance with the provisions of Section 9901, Subsection 602(c) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ARPA).

**Purpose**

The purpose of this Memorandum of Agreement (MOA) is to:

- A. establish the roles and responsibilities of each entity as to the administration, evaluation and reporting requirements associated with the following SFRF funded program(s) being initiated by Agency:
  
  
  
  
  
  
  
  
  
  
- B. memorialize the mutual commitment of each agency to ensure the success of the program(s);
- C. provide clear lines of communication between the agencies; and
- D. establish a mechanism for quickly resolving difficulties or problems that may arise during the execution of the program(s).

**Interests and Benefits**

PRO is mandated to ensure compliance with all state and federal statutory and regulatory requirements related to the expenditure of \$1.13 Billion of SFRF assistance provided to the State of Rhode Island under ARPA.

PRO is also committed to helping to ensure the successful execution of SFRF-funded initiatives being led by Rhode Island state agencies, quasi-public entities, contractors, and grant subrecipients.

The Governor and General Assembly of the State of Rhode Island have authorized Agency to conduct the above-listed programs using SFRF funds. Agency’s execution of all aspects of the program(s) is subject to oversight from PRO.

This MOA is established between Agency and PRO to help each accomplish the following objectives:

- A. Ensure compliance with all applicable federal and state laws.
- B. Ensure reporting transparency and completeness to the federal government, the state legislature, and the public.
- C. Establish performance measures and conduct evaluations that provide meaningful information about the costs and benefits of the initiative.

**Agency Compliance Obligations**

Agency hereby agrees to comply with the following:

- A. the requirements of ARPA and Treasury’s SFRF implementing regulations, guidance, and any reporting or other program requirements (please refer to [Treasury's SFRF website](#) which is updated frequently);
- B. the SFRF federal award terms and conditions, attached hereto as Exhibit A;
- C. the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations (Uniform Guidance);
- D. the purchasing requirements outlined in the General Conditions of Purchase 220-RICR-30-00-13 and the Uniform Guidance; and
- E. all other applicable federal and state statutes, regulations, and executive orders.

**Roles and Responsibilities**

**Communication:**

The parties acknowledge that regular and effective communication is necessary to achieve their mutual objectives and the success of the initiative.

To facilitate regular and effective communications the parties have designated the following people to serve as project leads for the program(s):

Program 1

NAME

EMAIL

PHONE

Program 2

NAME

EMAIL

PHONE

Program 3

NAME

EMAIL

PHONE

Program 4

NAME

EMAIL

PHONE

Program 5

NAME

EMAIL

PHONE

Program 6

NAME

EMAIL

PHONE

Program 7

NAME

EMAIL

PHONE

FOR PRO

Name

Phone

Email

The project leads identified above shall schedule regular status update meetings. Such meetings shall occur no less than monthly.

The parties agree that all communications with the press, media, and social media outlets regarding program release, substantive program changes and other significant program changes shall be coordinated and neither party will publish public information about the initiative without providing the other an opportunity to review and comment.

The media points of contact for each party are:

<u>FOR</u>	<u>FOR PRO</u>	<u>GOVERNOR'S OFFICE</u>
Name	Derek Gomes	Matt Sheaff
Phone	401-222-2281	401-222-5049
Email	derek.gomes@doa.ri.gov	Matthew.Sheaff@governor.ri.gov

To ensure the Governor receives timely, accurate, and complete information when it is requested, the parties agree that routine communications from the Governor's Office to Agency or PRO related to the initiative shall be discussed during regular status update meetings. Additionally, PRO and Agency agree to share high priority or material program updates with each other as soon as possible.

To ensure the General Assembly receives timely, accurate, and complete information when it is requested, the parties agree that direct communications from the General Assembly to Agency related to the initiative shall be shared with PRO, and the Governor's Office, as soon as possible.

### **PRO Reporting and Compliance Forms:**

Agency shall complete the PRO SFRF Reporting and Compliance Form (Reporting and Compliance Form) for each program.

PRO, in consultation with Agency and the Governor's Office, shall review the Reporting and Compliance Form(s) and provide a written determination of eligibility under the federal SFRF rules and regulations.

If any part of the program(s) is determined by PRO to be ineligible in accordance with the federal guidelines, PRO shall provide specific recommendations on how to modify the program to make it eligible.

PRO shall disburse funds in accordance with the design of the individual program(s). For some programs, this may mean a lump sum disbursement of funds at program initiation. For other programs, this may mean the incremental disbursement of funds as needs for funds arise.

Agency shall promptly consult with PRO prior to making any material changes to the program(s), including changes to any of the information included in the Reporting and Compliance Form, to allow PRO to evaluate whether such changes impact eligibility under the federal and state compliance framework.

### **Subrecipient and Subcontractor Monitoring**

Agency shall be responsible for oversight and management of all subrecipients and subcontractors and Agency must enter into formal agreements for any portion of the SFRF funds sub-awarded or subcontracted in accordance with the SFRF rules and regulations and the Uniform Guidance. PRO will provide a standard form of sub-award agreement for Agency's use.

The compliance and reporting requirements in the subaward form may not be changed or modified without prior approval from PRO. The subaward scope of services and subaward budget must be consistent with the project scope and budget outlined in the approved PRO Reporting and Compliance Form.

**Entities Outside the RIFANS System:**

To ensure compliance with the financial data requirements in the Project and Expenditure Report to U.S. Treasury, agencies or organizations outside of the RIFANS system will be required to submit monthly expenditures by the categories identified in the Reporting and Compliance Form by the 12th of each month for the prior month's expenditures.

**Performance Measurement and Evaluation:**

A key element of SFRF is the requirement that use of federal funds be tied to performance measurement strategies capable of demonstrating whether an initiative achieved its intended outcome.

As the subject matter expert for the program(s), Agency shall be responsible, in consultation with the Governor's Office, for proposing a set of evaluative metrics for the program(s) in the Reporting and Compliance Form. The evaluative metrics shall be designed to produce quantitative numerical data that can be usefully subjected to standard statistical analyses. The metrics may include opinion or satisfaction data.

As the office responsible for reporting initiative outcomes, PRO shall review the metrics proposed by Agency and shall work with the Agency to ensure the metrics are appropriate and comply with all federal reporting requirements.

Agency shall be responsible for collecting the numerical data necessary to evaluate the output and outcomes of the initiative and provide this information to PRO as requested.

Agency shall also be responsible for collecting qualitative data using a structured methodology. These data may consist of testimonials or narratives describing the experiences of initiative participants. This information shall be provided to PRO as requested.

Agency shall provide reports monthly on initiative activities and outputs in the form and manner requested by the PRO.

**Record Retention:**

Agency shall maintain records of all procurement actions in furtherance of the program(s).

Agency shall maintain records of all complete and partial (incomplete) grant applications submitted by beneficiary, or potential beneficiary, of a program, regardless of whether the application or partial application was acted upon by Agency.

Agency shall maintain records of all decisions made with regard each application or partial application submitted to it, such records shall include the name of the agent or official who made the determination and the basis for the determination made.

Agency shall comply with (i) the maintenance and access to records requirements set forth in Section 4 of the attached SFRF federal award terms and conditions; (ii) the record retention and access requirement set forth in the Uniform Guidance; and (iii) any additional requirements mandated by the General Assembly.

**Escalation Procedure:**

In the event the Project Leads for this initiative disagree about any interpretation or other aspect of administration, either Lead may escalate the matter. The following escalation ladder shall apply:

FOR PRO	FOR AGENCY
Project Lead 1 <sup>st</sup> Appeal: 2 <sup>nd</sup> Appeal:	Project Lead 1 <sup>st</sup> Appeal: Director of PRO 2 <sup>nd</sup> Appeal: Director of DOA

Signed \_\_\_\_\_, Authorized Agency Representative

Date

Signed \_\_\_\_\_, Director of the Pandemic Recovery Office

Date

EXHIBIT A

**U.S. DEPARTMENT OF THE TREASURY**

**CORONAVIRUS STATE FISCAL RECOVERY FUND**

**AWARD TERMS AND CONDITIONS**

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other



program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
  - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
16. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.