

Terms and Conditions for All Grants

The following terms and conditions must be met in order to obtain and conduct a federally-funded traffic safety program. Upon approval of this grant award, these terms and conditions will become a part of the executed agreement. The term “sub-recipient” refers to the Administering Agency of the project.

1.) **Agreement**

Any inconsistencies between agreements and any attached documents shall be resolved in favor of the most current revised agreement on the online system, which shall be the controlling document. All activities conducted under this grant program must address problem ID as shown in the county profile and be data driven and evidence-based. “Countermeasures That Work” must be used to determine the work plan activities to achieve the goals of the grant.

2.) **Legislative Authority**

The Authorizing Official shall obtain the legal legislative authority necessary to implement the activity, to make expenditures and to receive funds, as set forth by this agreement.

3.) **Nondiscrimination**

The sub-recipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The sub-recipient —

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway

safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

4.) **The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)**

The sub-recipient will 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 a drug-free awareness program to inform employees about:
 - o The dangers of drug abuse in the workplace.
 - o The grantee's policy of maintaining a drug-free workplace.
 - o Any available drug counseling, rehabilitation, and employee assistance programs.
 - o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - o Abide by the terms of the statement.
 - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.

- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 - o Taking appropriate personnel action against such an employee, up to and including termination.
 - o 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.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

5.) **Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

6.) **Political Activity (Hatch Act)**

The sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

7.) **Certification Regarding Federal Lobbying**

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 any agency, a Member of Congress, an 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 sub-award at all tiers (including subcontracts,

subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose 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.

8.) **Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

9.) **Certification Regarding Debarment and Suspension**

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the

meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that 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 record, making false statements, or receiving stolen property;

- c) Are not presently indicted for 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.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant

may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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.
- 10.) **Prohibition On Using Grant Funds To Check For Helmet Usage**
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- 11.) **Policy on Seat Belt Use**
In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

The Administering Agency certifies that an “employee seat belt usage policy” is in place that requires employees to wear seat belts while working on agency business. This policy will be made available for review by the OTSO representatives upon request.

12.) **Policy to Ban Text Messaging While Driving**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

13.) **Limitations**

This agreement is a commitment to perform the work identified herein and this authorization is limited to:

- A.) The scope of work performed after the “Authorized to Proceed” and before the “Agreement Termination” dates, as specified in the transmittal letter.
- B.) The scope of work, rates of participations, federal funds, special conditions, and cost category amounts as defined by the online GRANTS Plus System;
- C.) Actual costs that are incurred in accordance with OMB Circulars 2 CFR Part 200, Part 215, Part 220, Part 225, Part 230 and 45 CFR Part 74 Appendix E limited to the approved activity.

14.) **Supplanting**

Grant funds must not be used to supplant state or local funds, meaning that grant funds must not be used to replace routine or local expenditures for costs of activities that constitute general expenses required to carry out the overall responsibilities of the sub-recipient and/or its sub-recipients.

15.) **Food**

Costs relating to food for meetings, award banquets, etc. are not allowable.

16.) **Pre-Activity**

A grant pre-activity is required before any costs can be eligible for reimbursement. The OTSO will notify the sub-recipient of the availability of the pre-activity prior to the “Authorized to Proceed Date” in the transmittal letter for the executed agreement. The pre-activity must be reviewed by, but not limited to, the designated project director and fiscal officer. The Pre-Activity Form must be signed, dated and submitted to the OTSO. Changes in the project director and/or fiscal officer will require a new pre-activity.

17.) **Regional Meetings**

Sub-recipients must attend all scheduled regional meetings to coordinate and review activity including current crash data throughout the region to achieve high visibility enforcement and awareness.

18.) **Press Release**

Each sub-recipient is required to submit a press release to their local media announcing the grant award, including amount and purpose of award. Additional press releases are required depending on grant type; see Special Conditions beginning on page 25 for additional requirements.

19.) **Grant Revisions**

Any changes, additions, or deletions to this agreement must be submitted online and approved by the OTSO prior to implementing proposed changes. All final revisions to this agreement (either programmatic or fiscal), must be submitted online prior to September 1, 2018. Any requests for revisions after this date will not be approved.

The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding. Any changes made to the executed agreement limiting grant amounts by the OTSO shall be made in writing.

20.) **Required Personnel**

Each proposal/grant is required to have, at a minimum, an authorizing official, a project director and a fiscal officer. See page 8 for a description of each. This information must be kept current.

21.) **GRANTS Plus User Accounts/Password Security**

For security purposes, each person using the GRANTS Plus system must have a separate user name and password. Each account must have its own email account. **Sub-recipient agency personnel must not share passwords with agency staff or ODPS staff.**

22.) **Labor Costs**

All work (personnel labor costs) reimbursed under this grant must be for actual paid hours worked. Labor costs based on a percentage of hours worked or hours accrued as comp time will not be accepted for reimbursement. Leave hours (i.e., sick, vacation, personal, holiday, etc.) are not reimbursable as direct labor. The employer's share of fringe benefits (i.e., retirement, Workers' Compensation, Medicare, etc.) are eligible for reimbursement. Documentation verifying fringe percentages must be available to the OTSO upon request.

23.) **Personnel Activity Reports**

Personnel activity reports may be required for any individual working on this federal grant program. These reports, at a minimum, must document date worked, actual detailed explanation of activity performed and the number of hours per day to be charged to this agreement. This document must be signed and dated by the individual and their immediate supervisor, maintained by the administering agency and submitted as a part of the reimbursement documentation required.

24.) **Sub-Contracts**

All sub-contracts and all purchases made under a sub-contract with any one vendor in excess of a combined total of \$5,000 must be submitted to the OTSO for review prior to their execution and are subject to the same laws, regulations, and policies that govern this agreement. Contracts and procurements must include "Special Provisions" as provided by the OTSO. Do not include a specific contractor's name/vendor's name in the proposal/grant.

All supplies, materials, incentives, promotional items, education materials, and/or equipment that are purchased as a part of this sub-contract must be submitted to and approved by the OTSO on a Request to Purchase form prior to incurring the cost.

Any training courses must be submitted to and approved by the OTSO on a Request to Purchase form prior to scheduling.

25.) **Equipment**

All non-expendable equipment (i.e., having a useful life of one year or more and cost \$1,000 or more) shall be entered into the OTSO equipment inventory system. All purchased equipment must be used for approved traffic safety activities throughout its useful life. All purchases must be submitted to and approved by the OTSO on a Request to Purchase form prior to incurring the cost.

26.) **Central Services**

Costs for certain operational services provided to an agency on a centralized basis are unallowable. To be eligible for a reimbursement, a cost must be documented with an actual transfer of funds.

27.) **Rate/Cost Allocation Charges**

Costs that cannot be charged as an actual cost and are charged to a program on a percentage basis (e.g., phone, copies, postage, etc.) can be reimbursed based on a rate/cost allocation plan. Any agency wanting to claim these costs must submit to the OTSO a copy of their agency's rate/cost allocation plan showing the following: the list of programs/grants the costs are being distributed between, the percentage being charged to each program/grant, the list of costs being charged (with explanation if not clear), the dollar amount being charged for those costs, and the grand total being charged to the programs/grants. If the rate/cost allocation plan shows more costs than you want to claim on your grant, mark which costs you are claiming on the grant.

28.) **Supplies, Materials, Educational Materials**

All supplies, materials, and educational materials must be used for approved traffic safety activities throughout its useful life. All purchases must be submitted to and approved by the OTSO on a Request to Purchase form prior to incurring the cost. Outreach efforts should be made and materials should be provided to reach the county's ethnic and/or limited English speaking populations.

Alcohol is not allowed to be purchased with funds from this grant.

The sub-recipient must submit a final draft copy of all materials to the OTSO for approval prior to production. In addition:

- A.) All materials shall include federal sponsorship credit and/or disclaimer clauses as directed by the OTSO. The credit line shall state: Funded by U.S. DOT/NHTSA and ODPS.
- B.) All public service announcements funded with federal funds, in whole or in part, must be closed captioned for the hearing impaired.
- C.) All data results, reports, equipment, supplies and other materials (including but not limited to electronic versions) developed by the sub-recipient must be available to the ODPS/OTSO upon request.

29.) **Request for Bids**

OTSO will not reimburse for costs incurred by a sub-recipient for “requests for bids” for any services or purchases.

30.) **Travel**

Any request for travel and associated costs must be submitted to and approved by the OTSO on a Request to Purchase form prior to incurring any travel related costs.

Attendance at any conference/seminar/workshop that charges a registration fee must be submitted to and approved by the OTSO on a Request to Purchase form prior to registration. All conferences/seminars/workshops must be traffic safety related; an agenda must be provided to the OTSO.

All out of state travel conducted under this grant agreement will be reimbursed using U.S. General Services Administration (GSA) rates based on travel location or your agency’s travel policy whichever is less.

A current travel policy must be submitted with the grant proposal. The OTSO will not reimburse for meals provided by the conference. Alcohol is not allowed to be purchased with funds from this grant.

All claims for travel reimbursement must be accompanied by a Conference Workshop Reporting form.

31.) **Training**

The cost of training personnel for traffic safety purposes may be funded when the training supports both the goals and scope of work of the approved grant program and the goals of the OTSO. All training requests and purchases must be submitted to and approved by the OTSO on a Request to Purchase form prior to incurring the cost.

32.) **Request to Purchase (RTP)**

All RTPs must be submitted to the OTSO by August 1, 2018.

33.) **Program Income**

The NHTSA and the OTSO encourage sub-recipients to generate program income. Program income means gross income received by the grantee or sub-recipient directly generated by a grant-supported activity or earned only as a result of the grant agreement during the grant period. Program income may be added to the funds committed to the grant agreement. Program income shall be used to further the objectives of the program area under which it was generated. Program income generated through the federal grant agreement must be properly and accurately documented (e.g., activity generating income,

amount generated, how funds were/will be used in support of traffic safety, invoices, etc.). Income will be reviewed during an the OTSO grant monitoring visit, and this information must be reported as part of the activity report.

34.) **Reimbursement Claims/Progress Reports**

This agreement will operate on a reimbursement basis only. The administering agency must first incur the costs for approved expenditures and then apply for the reimbursement. Appropriate and accurate documentation will be required for each expense. Reimbursement claims with accurate documentation and corresponding report information must be submitted monthly. Whether or not a sub-recipient conducts grant-related activity, each sub-recipient must submit a monthly reimbursement claim and corresponding report information monthly. If there wasn't any activity, a zero reimbursement claim/report must be submitted. The monthly reimbursement claim/report must be submitted online to the OTSO by the 15th calendar day of the following month. Failure to submit these reports in a timely manner will cause a delay in payment of claims, may jeopardize funding for present and future projects and may result in being placed in "Sub-Recipient on Notice" status.

35.) **Denial of Costs**

The OTSO may deny costs for non-compliance with the OTSO policies and procedures, terms and conditions and/or federal and state regulations by requesting the cost(s) be removed from the online claim. A written response to all denials must be provided to the OTSO within 30 days after the date transmitted to the sub-recipient or the sub-recipient relinquishes all rights to the denied cost(s).

36.) **Monitoring**

Programmatic and fiscal monitoring of grants shall be conducted in accordance with U.S. DOT/NHTSA and the OTSO guidelines. Programmatic and fiscal monitoring may include representatives from the federal and/or state government.

37.) **Sub-Recipient on Notice**

Sub-Recipients that fail to meet performance standards and/or grant requirements may be placed in "Sub-Recipient on Notice" status. This designation will last until an agency satisfies agreed upon requirements.

Criteria for being placed in "Sub-Recipient on Notice" status:

- a) A pattern of untimely submissions of required reimbursement claims/activity reports (including required supporting documentation)
- b) Sub-recipient fails to perform activities according to the approved plan
- c) A pattern of utilizing funds for unapproved activities, or has attempted to as identified in the review of reimbursement claims and submission of supporting documentation.

For more information about Sub-Recipient on Notice, contact the OTSO.

38.) **Final Report and Final Claim**

A final comprehensive annual report **and** a properly documented final claim for reimbursement are due to the OTSO October 15th.

The final reimbursement claim will not be reviewed until the annual report has been submitted.

- If either the final reimbursement claim or the annual report are not submitted by November 1st, a 10 percent penalty will be deducted from the final reimbursement claim.
- If either the final reimbursement claim or the annual report are not submitted by November 15th, the final claim will not be reimbursed.

39.) **Records Retention**

All records relating to project activity and/or expenditures must be maintained for review by representatives of the federal or state government for at least three years following the final reimbursement payment.

40.) **Management Letter/Audit Report Submission**

As a pass-through agency for federal funding, the OTSO is required by the Office of Management and Budget (OMB) SubPart F of the Uniform Guidance to ensure you have met the audit requirements of the circular.

To access the Circular, visit: <http://www.whitehouse.gov/omb/circulars/index.html>

You are required to retain a copy of your most recent Audit Report, Management Letter and/or Single Audit Report and provide to the ODPS/OTSO upon request.

41.) **Termination of Agreement**

Either the OTSO or the sub-recipient may terminate this Agreement for any reason by giving the other party 30 days written notice. If the Agreement is cancelled under this provision, the OTSO shall reimburse the sub-recipient for approved work completed and documented to that date. Upon termination all data results, reports and other materials developed by the sub-recipient will become the property of the OTSO. All of the equipment, materials and/or supplies provided to the sub-recipient for use under this agreement must be returned to the OTSO upon request within 30 days of said written notice. Should any change in federal funding adversely affect the OTSO's ability to complete the fiscal year's activities, the OTSO has the right to revise or terminate the agreement in writing.

42.) **End of Grant**

If a subsequent grant is not awarded after the end of the grant period, all data results, reports, equipment, supplies and other materials developed by the sub-recipient must be returned to the OTSO upon request within 30 days.

Special Conditions

In addition to Terms and Conditions # 1 – 42, the following Special Conditions apply to OVI Task Forces (OVITF), Impaired Driving Enforcement Program (IDEP)/Selective Traffic Enforcement Program (STEP), Safe Communities (SC) and General (GG) grant awards:

Impaired Driving Enforcement Program/Selective Traffic Enforcement Program/OVI Task Forces

43.) **Enforcing Seat Belt Laws**

The agency will enforce all seat belt and child restraint laws on all traffic stops made under this grant.

44.) **Site Selection**

Justification for sites selected for enforcement activities must be documented and maintained as a part of the sub-recipient's file for this agreement.

45.) **Training Certification**

The sub-recipient must assure that all enforcement personnel involved in approved overtime enforcement-related activities are certified in the following type(s) of training, as appropriate:

Alcohol-related traffic enforcement – (Arresting officer only): Standardized Field Sobriety Testing (SFST)

Speed management-related traffic enforcement – Electronic Speed Measuring Device Training (ESMD)

46.) **Mandatory Blitzes**

Funding for all the OTSO identified blitzes must be used for overtime traffic enforcement, saturation patrols and OVI checkpoints only. Directing traffic, conducting parking detail at events, crash investigations, criminal investigations (i.e., drug investigation/enforcement, assaults, thefts, etc.), any non-traffic safety related activities, or any activities not identified in scope of work or work plan are not reimbursable activities.

47.) **National Enforcement Campaigns**

All agencies utilizing overtime enforcement funds from the OTSO are required to participate in the "Click It or Ticket" (CIOT) mobilization and the "Drive Sober or Get Pulled Over" (DSOGPO) alcohol crackdown.

Scheduled dates for the national enforcement campaigns are:

CIOT: May 21 – June 3, 2018

DSOGPO: August 17 – September 3, 2018

48.) **Press Releases**

In addition to the grant award press release, OVI Task Forces are required to conduct three press conference events (one in coordination with the Drive Sober or Get Pulled Over alcohol crackdown), promote the task force through press releases and publicize checkpoints as required by law. STEP and IDEP must attempt to publicize its local efforts during each blitz and national enforcement campaign prior to the enforcement activity and again with the results of the enforcement effort. The OTSO will provide media toolkits for the blitzes and enforcement campaigns to assist with these efforts.

49.) **Enforcement Hours Eligibility**

Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status work week as defined in the sub-recipient's current labor agreement or departmental policy. Part-time permanent staff members are eligible for funding, with prior approval by the OTSO. Only one officer per patrol car will be funded as part of traffic enforcement grants. All full time officers working on the OTSO grant must be paid their actual overtime hourly rate.

50.) **Transportation Costs**

The OTSO will reimburse a maximum of five percent (dollars) of direct labor costs (saturation patrol and checkpoint hours for both the lead and participating agencies) for the agency to put towards fuel/transportation costs. Do not include coordination or education costs in the labor costs. Mileage logs, receipts, etc. are not required to be submitted with reimbursement claims, but must be maintained by the agency for auditing purposes.

51.) **Education Efforts**

The OTSO will reimburse for hour/costs spent towards education efforts for IDEP/STEP and OVITF grants. These efforts can be used towards educating students, the general public at events, or officers and must be consistent with traffic safety problem identification (no interview techniques or other courses not related to traffic safety). Education efforts must be submitted to and approved by the OTSO on a Request to Purchase form prior to incurring any costs. A total of five percent (dollars) of direct labor costs (do not include coordination costs) will be allowed towards education efforts.

OVI Task Forces Only

52.) **Participating Law Enforcement Agencies**

Participating law enforcement agencies performing activity under this grant must be paid for activity performed before reimbursement will be paid to the lead agency.

53.) **Documentation for Overtime Activity with Participating Agencies**

Documentation (check numbers, EFT, or DD) that the lead agency paid participating agencies working under the grant must be provided. Additional information may be requested.

Safe Communities

54.) **Coalition Meetings**

Safe Communities programs must conduct a minimum of four coalition meetings during the grant period. Copies of signature rosters and the coalition meeting agenda must be kept on file and made available during an OTSO grant monitoring visit.

55.) **Kick-Off Events**

Each Safe Communities program is required to conduct a “Click It or Ticket” and a “Drive Sober or Get Pulled Over” kick-off event. Each Safe Communities must conduct their own event in their own county. The CIOT event must be no earlier than May 14, 2018 and no later than May 25, 2018. The DSOGPO event must be no earlier than August 10, 2018 and no later than August 24, 2018. These events must include participation, at a minimum, by your coalition members, local law enforcement, community leaders, and the media. Each Safe Communities must complete and submit a Kick-off Event Form by the required deadline. Each form will be reviewed for content. Additional participation in an adjacent county’s event will be considered on a case by case basis.

56.) **Fatal Crash Data Review Committee**

A Fatal Data Review Committee will meet in any quarter that a fatality has been reported in the county to review fatal crash reports to identify patterns or trends that could increase impact of traffic safety countermeasures.

57.) **Reporting of Fatality Information**

In order for communities to be kept informed on fatal crashes occurring in their areas, each Safe Communities program is required to report to their local media, at least quarterly, on the fatal crashes occurring in the communities. This notification will be structured similar to a template developed by the OTSO. Notification shall be sent to the media no later than the 15th of the month following the ending quarter. For example: Fatalities occurring in October, November and December must be reported by January 15th. Media can include: television, radio, newspapers, etc. Copies of these releases must be kept in file and will be subject to review by the OTSO.

58.) **Personnel Activity Reports**

Personnel Activity Reports are required for all individuals working on this federal grant program. These reports, at a minimum, must document date worked, actual detailed explanation of activity performed and the number of hours per day to be charged to this agreement. This document must be signed and dated by the individual and their immediate supervisor. It must be included as a part of the reimbursement documentation.

59.) **Self-sufficiency**

All Safe Communities programs must work towards self-sufficiency. Efforts to work towards this goal should be reported in activity reports, but as a minimum in the final comprehensive annual activity report.

General Grants

60.) **Personnel Activity Reports**

Personnel Activity Reports are required for all individuals working on this federal grant program. These reports, at a minimum, must document date worked, actual detailed explanation of activity performed and the number of hours per day to be charged to this agreement. This document is to be signed and dated by the individual and their immediate supervisor. It must be included as a part of the reimbursement documentation.