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State of New Hampshire

DEPARTMENT OF SAFETY
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ASSISTANT COMMISSIONER

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ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

November 17, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, NH Office of Highway Safety (NHOHS) to enter into a Retroactive, Sole Source grant agreement with the Mary Hitchcock (Dartmouth Hitchcock) Memorial Hospital, Injury Prevention Center (VN#177160), Lebanon, NH in the amount of \$345,768.43 for conducting education and outreach programs about highway traffic safety and child passenger safety, effective upon Governor and Council approval for the period October 1, 2022 through September 30, 2023. 100% Federal Funds.

Funds are available in the SFY 2023 operating budget and contingent upon availability and continued appropriations in SFY 2024, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-23-23-231010-75410000 Dept. of Safety-Office of Commissioner-NHTSA SFY 2023 SFY 2024
072-502646 Program Reimbursement \$259,326.31 \$86,442.12

EXPLANATION

This grant agreement is Sole Source because the Mary Hitchcock Memorial Hospital Injury Prevention Center has dedicated personnel within the Youth Operator and Child Passenger Safety programs who are skilled in educating young drivers about highway safety topics. This agreement is Retroactive because these presentations have been scheduled in advance throughout New Hampshire and the school year has already begun. These funds support education and outreach efforts directed towards young drivers, parents and other vulnerable users of New Hampshire roadways to enhance knowledge of the rules of the road, encourage seat belt usage among teens, teach new parents how to properly and safely restrain their children within their vehicles and promote safe driving habits among the targeted audience.

The Youth Operator Program Coordinator will collaborate with 10 New Hampshire schools to deliver the Matrix Entertainment Save a Life Tour program, which is a comprehensive high impact safe driving awareness program that informs, educates, and demonstrates the consequences resulting from decisions made by the operator of a motor vehicle. The YOPC will engage in safe driving media development, and will develop at least two peer-to-peer media creations around safe driving, focusing on general car maintenance, distracted driving, seatbelt usage, speeding, and impaired driving and will continue updating the NH Teen Drivers website www.nhteendrivers.com, as an educational resource for teens, parents/caregivers, schools, and community stakeholder/partners. The YOPC will maintain the NH traffic safety website, www.trafficsafety4nh.org designed to serve as a resource for educators, law enforcement professionals, businesses and others committed to minimizing motor vehicle crashes and promoting seat belt use and occupant safety throughout the state of NH.

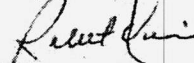
The Child Passenger Safety Program Coordinator promotes the proper use of Child Safety Seats across the state of NH. Public information regarding proper use of child safety seats and seat belts will be presented in multiple ways

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through radio, TV, internet, and rack cards. The Coordinator maintains NH CPS's own website www.beseatsmartNH.org, which is an important asset in supplying accurate best practice information to caregivers and parents directly through their smart phones. The website provides important information on the statewide fitting station program, which can provide child seat help close to home. The location of 56 NH fitting stations as well as installation videos and best practice guides are all accessible on the website.

In the event that Federal Funds are no longer available, General Funds and/or Highway Safety Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety


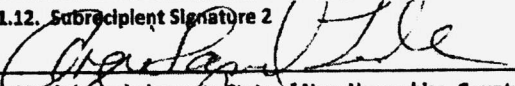
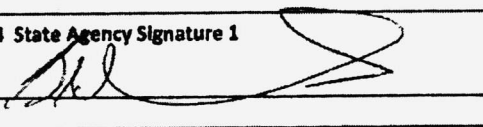
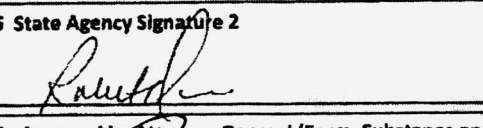
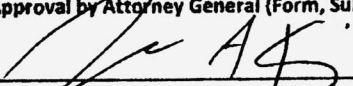
OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT FFY2023

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:
GENERAL PROVISIONS

Grant Agreement Title: Injury Prevention Center Highway Safety Grant

Grant Agreement #: 23-266

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Mary Hitchcock Memorial Hospital – (Injury Prevention Center)		1.4. Subrecipient Address 1 Medical Center Drive Lebanon, NH 03756 -1000	
Grant Contact: Angie M. Raymond Leduc		Grant Contact Email: Angie.M.Raymond.Leduc@hitchcock.org	
1.4.1 Subrecipient Type – Hospital		1.4.2 UEI # QYLXERHDAQL4 Status: ACTIVE	
1.5. Subrecipient Phone # 603-308-2253	1.6. Effective Date October 1, 2022	1.7. Completion Date September 30, 2023	1.8. Grant Limitation: \$345,768.43 <small>(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))</small>
1.9. Grant Officer for State Agency Jeffrey A. Landi		1.10. State Agency Telephone Number: 603-271-2131 Grant Officer email: Jeffrey.A.Landi@dos.nh.gov	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1  <small>DocuSigned by: Barbara A. Vance 2364864CFF4411</small>		1.11.1. Name & Title of Subrecipient Signor 1 Barbara Vance, PhD - Vice President for Research Operations, Mary Hitchcock Memorial Hospital	
1.12. Subrecipient Signature 2 		1.12.1 Name & Title of Subrecipient Signor 2 Angie M. Raymond Leduc, Injury Prevention Center Program Manager	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X 		1.14.1 Name & Title of State Agency Signor 1 Eddie Edwards, Assistant Commissioner NH Department of Safety Date: 10/18/22	
1.15 State Agency Signature 2 X 		Name & Title of State Agency Signor 2 Robert L. Quinn, Commissioner NH Department of Safety Date: 10/18/22	
1.16. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By:  Assistant Attorney General, On: 12/16/22			
1.17. Approval by Governor and Council (If applicable) By: _____ On: 11			

2 SCOPE OF WORK In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1 1 (hereinafter referred to as "the State"), pursuant to RSA 21-P 55-63, the Subrecipient identified in block 1 3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project")

3 AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire

4 EFFECTIVE DATE COMPLETION OF PROJECT

4 1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1 17), or upon signature by the State Agency as shown in block 1 15.

4 2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1 7 (hereinafter referred to as "the Completion Date").

5 GRANT AMOUNT LIMITATION ON AMOUNT VOUCHERS PAYMENT

5 1 The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto

5 2 The manner of, and schedule of payment shall be as set forth in EXHIBIT A

5 3 In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5 5 of these general provisions, the State shall pay the Subrecipient the Grant Amount The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5 3 those sums required, or permitted, to be withheld pursuant to N H RSA 80 7 through 7-c

5 4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project The State shall have no liabilities to the Subrecipient other than the Grant Amount

5 5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1 8 of these general provisions

6 COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits

7 RECORDS and ACCOUNTS

7 1 Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services Such accounts shall be supported by receipts, invoices, bills and other similar documents

7 2 Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1 3 of these provisions

8 PERSONNEL

8 1 The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws

8 2 The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed

8 3 The Grant Officer shall be the representative of the State hereunder In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final

9 DATA RETENTION OF DATA ACCESS

9 1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished

9 2 Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever

9 3 No data shall be subject to copyright in the United States or any other country by anyone other than the State

9 4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur

9 5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data

10 CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination

11 EVENT OF DEFAULT REMEDIES

11 1 Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default")

11 1 1 Failure to perform the Project satisfactorily or on schedule, or

11 1 2 Failure to submit any report required hereunder, or

11 1 3 Failure to maintain, or permit access to, the records required hereunder, or

11 1 4 Failure to perform any of the other covenants and conditions of this Agreement

11 2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions

11 2 1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination, and

11 2 2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient, and

11 2 3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default, and

- 11 2 4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both
- 12 **TERMINATION**
- 12 1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than (25) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination
- 12 2 In the event of Termination under paragraphs 10 or 12 4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination
- 12 3 In the event of Termination under paragraphs 10 or 12 4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder
- 12 4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice
- 13 **CONFLICT OF INTEREST** No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof
- 14 **SUBRECIPIENT'S RELATION TO THE STATE** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees
- 15 **ASSIGNMENT AND SUBCONTRACTS** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State
- 16 **INDEMNIFICATION** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement
- 17 **INSURANCE AND BOND**
- 17 1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance
- 17 1 1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17 1 2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident, and
- 17 2 The policies described in subparagraph 17 1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State
- 18 **WAIVER OF BREACH** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient
- 19 **NOTICE** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given
- 20 **AMENDMENT** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency
- 21 **CONSTRUCTION OF AGREEMENT AND TERMS** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto
- 22 **THIRD PARTIES** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit
- 23 **ENTIRE AGREEMENT** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto

SPECIAL PROVISIONS

Office of Highway Safety Grant Agreement section 8.1 is replaced in its entirety with the following:

The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient certifies that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

Office of Highway Safety Grant Agreement General Provisions, section 12.1 is replaced in its entirety with the following:

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than thirty (30) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

Office of Highway Safety Grant Agreement General Provisions, section 16 is replaced in its entirety with the following:

The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or reckless, wanton or willful misconduct of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 16 shall survive the termination of this Agreement.

Office of Highway Safety Grant Agreement General Provisions, section 17.2 is replaced in its entirety with the following:

The policies described in subparagraph 17.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire or registered to conduct business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the Highway Safety Grant Management Manual found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub- grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A Unique Entity Identifier;
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency 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, subrecipients 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 74087-74100).

The State highway safety agency—

- 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 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;
- Agrees to 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 hereim;
- 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 sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State 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:
 - 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,
 - 4 The penalties that may be imposed upon employees for drug violations occurring in the workplace,
 - 5 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:
 1. Abide by the terms of the statement;
 2. 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 Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.
 - 1 Taking appropriate personnel action against such an employee, up to and including termination;
 - 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,
- f Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State 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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 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, sub grants, 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 primary tier 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 tier 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 tier 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 tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200.
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default

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

- (1) The prospective primary tier 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 from participating in covered transactions 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 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 tier 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 Participant 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 1200.
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 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant 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 1200.
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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, 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 or debarment

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 participating in covered transactions 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.

BUY AMERICA ACT

(applies to subrecipients as well as States)

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 with Federal funds only steel, iron and manufactured products produced in the United States, 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 for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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.

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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING 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 vehicles 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.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information

(d) See also § 200.471.

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

- (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding,

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest,

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement, and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as

a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award. This content is from the eCFR and is authoritative but unofficial

(a) *Informal procurement methods* When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include: (1) *Micro-purchases* –

(i) *Distribution*. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds*. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000*. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit,

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases* –

(i) *Small purchase procedures* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds*. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present.

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business, and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price

(ii) If sealed bids are used, the following requirements apply

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly,
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals.* A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical,
- (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections,
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
- (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The item is available only from a single source,
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity, or
- (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists,
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, (4) Establishing delivery schedules, where the requirement

permits, which encourage participation by small and minority businesses, and women's business enterprises, (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete; glass, including optical fiber; and lumber

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

§ 200.340 Termination

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated,

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or passthrough entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or

(5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –

(i) Has exhausted its opportunities to object or challenge the decision, see § 200.342; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days,

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or passthrough entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.344 and 200.345

§ 200.414 Indirect (F&A) costs.

(a) *Facilities and administration classification* For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the "Administration" category, for IHEs, they are included in the "Facilities" category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) *Diversity of nonprofit organizations* Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) *Federal Agency Acceptance of Negotiated Indirect Cost Rates.* (See also § 200.306)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates. 2 CFR 200.414 (up to date as of 6/08/2022) Indirect (F&A) costs.

(4) As required under § 200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in § 200.332(a)(4).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations,

(3) Appendix V to Part 200 - State/Local Governmentwide Central Service Cost Allocation Plans,

(4) Appendix VI to Part 200 - Public Assistance Cost Allocation Plans,

(5) Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals, and

(6) Appendix IX to Part 200 - Hospital Cost Principles

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1 b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in § 200.403, costs must

be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, 25 U.S.C. 450b(1)) must be available publicly on an OMB-designated Federal website

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed In Whole or in Part by Loans or Grants from the United States") The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

(F) Rights to Inventions Made Under a Contract or Agreement If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp, p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: DocuSigned by:
Barbara A. Vance
2354854CFFF4441... Date: 10/17/2022

Signors Printed Name: Barbara A. Vance Signors Title: Vice President, Research Operations

EXHIBIT A

FFY2023 OHS Grant Award		
Project Titles	Federal Budget Amount of Federal funds obligated by this action 2CFR§200.331(a)(1)(v)	Minimum Match Required
<p>Youth Operator PSP & Task 23-08-04</p> <p>FAST ACT 402 FAIN Number(Subaward) 69A37521300004020NH0, 69A37522300004020NH0,</p> <p>BILL & SUPPLEMENTAL BILL 402 69A37522300004020NH0, 69A3752230SUP4020NH0,</p> <p>ASSISTANCE LISTING 20 600</p>	\$174,380.60	\$43,595.15

YOUTH OPERATOR - FEDERAL BUDGET AND PERSONNEL DATA		
a. Personnel Services		
Program Coordinator (1.0 FTE) 2080 hours x \$25.70/hour	\$53,456.00	
Program Assistant (20 FTE) 416 hours x \$23.38/Hr	\$9,726.08	\$87,427.82
Program Manager, .04 FTE 83.2 x \$37.88	\$3,151.62	
Benefits x 318 = \$22,392.88	\$21,094.12	
b. Current Expenses		
Facilities Rental/Refreshment	\$2,000.00	\$9,850.00
Interactive Educational Program	\$ 3,000.00	
Guest Speaker	\$ 1,500.00	
Awards/Trophies	\$ 300.00	
Printing material	\$ 300.00	
Educational Material	\$ 2,500.00	
Office supplies	\$ 125.00	
Postage	\$ 125.00	
c. Equipment		
d. Indirect Costs at 10%		
(\$158,527.82 x .10)	\$15,852.78	\$15,852.78

e. Contractual Services		
Matrix Events \$40,000	\$40,000.00	
Media Expenses \$16,000 00	\$16,000 00	\$57,000.00
Website hosting (trafficsafety4nh.org and NHTeenDrivers com) = \$1,000	\$1,000 00	
f. Travel Expenses		
In state mileage 6,000 @ 625 = \$3,750 00	\$3,750.00	\$4,250 00
Regional conference travel = \$500	\$ 500.00	
Total (Amount of Federal funds obligated by this action <u>2CFR\$200.331(a)(1)(v)</u>)		\$174,380.60

Grantee Initials: BAV
 Date: 10/17/2022

Grantee Initials: AMP2
 Date: 10/17/22

Grantee Initials: _____
 Date: _____

EXHIBIT A (cont.)

FFY2023 OHS Grant Award		
Project Titles	Federal Budget Amount of Federal funds obligated by this action 2CFR§200.331(b)(1)(vi)	Minimum Match Required
<p align="center">Child Passenger Safety Program PSP & Task 23-01-08</p> <p>FAST ACT 405b FAIN Number(Subaward) 69A3752130000405BNHL, 69A37521300004020NHO</p> <p>BILL & SUPPLEMENTAL BILL 405b 69A3752230000405BNHL, 69A3752230SUP405BNHL</p> <p>ASSISTANCE LISTING 20 616</p>	\$171,387.83	\$42,846.96

IPC CPS - FEDERAL BUDGET AND PERSONNEL DATA		
a. Personnel Services		
Program Coordinator (1 0 FTE) at 2080 hours x \$28.42/hour	\$59,092.80	
Program Assistant (.20 FTE) at 416 hours x \$23.38/hour	\$9,726.08	\$94,857.12
Program Manager (04 FTE) at 83.2 hours x \$37.88/hour	\$3,151.62	
Benefits at 318	\$22,886.62	
b. Current Expenses		
Public information and education	\$5,000.00	
Latch manuals	\$1,000.00	
NHTSA Certification/Instructors	\$22,000.00	\$34,950.00
Recertification Fees	\$6,500.00	
Office supplies	\$250.00	
Postage	\$200.00	
c. Equipment		
Child Safety Seats	\$5,000.00	\$5,000.00
d. Total Indirect Costs at 10%		
(\$155,807.12 x 10%)	\$15,580.71	\$15,580.71
e. Contractual Services		
Media campaigns	\$14,000.00	\$15,000.00
Website hosting	\$1,000.00	

f. Travel Expenses		
Van - Gas, Mileage, Insurance	\$5,000.00	\$ 6,000 00
Conference Travel	\$1,000 00	
Total (Amount of Federal funds obligated by this action <u>ZCFR\$200 331(a)(1)(vi)</u>)		\$171,387.83

- Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
Budget period – 10/1/2022 to 9/30/2023
Is This a Research and Development Project: NO

Grantee Initials: BAV
 Date: 10/17/2022

Grantee Initials: Amel
 Date: 10/17/22

Grantee Initials: _____
 Date: _____

EXHIBIT B

Scope of Work
Youth Operator Program

1. School Outreach & Educational Programming

The Youth Operator Program Coordinator (YOPC) will recruit and collaborate with 10 new New Hampshire High Schools who will receive the Matrix Entertainment "Save a Life" Tour program. The Save a Life Tour program is a comprehensive high impact safe driving awareness program that informs, educates, and demonstrates the consequences resulting from decisions made by the operator of a motor vehicle. The program specifically places emphasis on the following driving situations:

- Driver experience- young drivers and driver behavior based on maturity
- Improper driving behavior-careless driving habits (speeding, turn signal use, etc.)
- Safety restraints-proper seat belt usage
- Distracted driving- cell phones, passenger activates
- Motorcycle- awareness, operation

The Save a Life Tour utilizes several methods for education and demonstrates the consequences that are a direct result of decisions made by operators of a motor vehicle.

To maximize educational reach and to prevent redundancy, the YOPC will work to develop a rotating schedule of schools for simulator events on an annual or biannual basis. This will allow simulation events to remain novel to students as well as provide room for other types of programming through the Youth Operator Program. Selection of schools for this type of programming will be done in conjunction with the NH Office of Highway Safety established criteria and Youth Risk Behavior Survey (YRBS) data. Pre and Post surveys are provided which include measure that will demonstrate both the perception of youth around the harms of potential driving behaviors and an increase in knowledge of safe driving behaviors. The YOPC will provide the Save a Life tour individual and collective school survey data on a quarterly basis as is available and within a final progress report.

The YOPC will recruit and with an additional four New Hampshire High Schools beyond the 10 receiving the Save a Life Tour program, to promote safe driving education with their students. In addition, school outreach activities of the YOPC will include previous active schools. The YOPC will work to ensure that all high schools in NH will be informed about the Youth Operator Program, and associated resources, and encourage traffic safety to be a priority throughout the entire school year.

School outreach will take place through phone calls, e-mails, and in-person visits to all schools. Middle schools will also be a target for the 2022-2023 academic school year. The focus of middle school outreach will be to provide early education programs or information regarding safe driving and passenger safety while being in a motor vehicle.

The YOPC will be utilizing the school specific NH Youth Risk Behavior Survey (YRBS) reports to monitor the safe driving behavior of the students the YOPC works directly with through any of the educational programming.

2. Student to Student Initiatives

According to the National Highway Traffic Safety Association (NHTSA) a peer-to-peer teen traffic safety program is defined as one in which teens:

- Identify a traffic safety problem specifically affecting them and other teens in their schools and communities,
- Formulate and implement plans that educates their peers about the problem and how to address it; and
- Evaluate how they did delivering that intervention (process) and addressing the problem (outcome).

The goal then is to utilize the power of youth in order to promote the adoption of safe behaviors through both the youth delivering the intervention and then youth receiving it.

Through our relationships with numerous local community-based coalitions we plan to develop at least two peer to peer media creations around safe driving. Our efforts will include focusing on any or all of the following; general car maintenance, distracted driving, seatbelt usage, speeding, and impaired driving. The following may be examples of safety topics that we would ask the youth to educate their peers about:

- Getting to know your car
- How to remove distractions
- Establishing a pre-start car routine and what that looks like
- Being cognizant of speed
- Properly wearing a seat belt
- Preparing for an emergency

- How to change a tire, pump gas, and put air in a tire

YOPC will recruit members of the Buckle Up New Hampshire/Teen Driver committee to assist in evaluating the videos submitted. These videos will be posted on the NH Teen Drivers website for other peers to view and learn from.

3. Online Education & Resources

Expansion of online resources will include continued updating of the NH Teen Drivers website www.nhteendrivers.com. The website serves as an updated educational resource for teens, parents/caregivers, schools, and community stakeholder/partners. The websites will include items from partner programs, such as the Distracted Driving Task Force Toolkit Dropbox, as well as instructions and ideas for education campaigns, and more. The YOPC will monitor page views and clicks on the website to measure its effectiveness.

The Program Coordinator will, in collaboration with the Public Information Office (PIO) at the NH Office of Highway Safety, maintain the NH traffic safety website, www.trafficsafety4nh.org. This website is designed to serve as a resource for educators, law enforcement professionals, businesses and others committed to minimizing motor vehicle crashes and promoting seat belt use and, therefore, occupant safety throughout the state of NH. The website will also be used to promote events and programming focused on traffic safety; including traffic safety conference, youth operator activities, and to promote new materials available to all. The Youth Operator Program Coordinator in partnership with the NH Office of Highway Safety PIO, will ensure that these websites (i.e. www.nhteendrivers.com and www.trafficsafety4nh.org) and their content will be shared statewide. The YOPC will monitor page views and clicks on this website to measure its effectiveness.

4. Community Outreach & Education

During the FY23, the program plans to work closely with numerous community-based groups to maximize the educational outreach of the teen driver program. This will include the New Hampshire Public Health Association, Substance misuse and prevention teams, local law enforcement, Community Alliance for Teen Safety of Derry, New Hampshire, New Hampshire Interscholastic Athletic Association, community colleges, parent/caregiver committees and more.

YOPC will continue to coordinate and facilitate the Buckle Up New Hampshire/Teen Driver Committee. YOPC will continue to invite stakeholder, partners, and community members into the committee who are working towards the same goals, visions, and strategies for NH youth motor vehicle drivers. YOPC will invite eight new members.

New Hampshire's YOPC will continue to strive to be a well-recognized program. National entities such as the Children's Safety Network, the National Organization for Youth Safety and Impact Teen Drivers, etc. continue to provide current best practices. YOPC will provide three presentations to stake holders and community members such as the NH Drivers Ed association to discuss current best practices, report on YRBS data, YOPC updates and program, tips and tricks, etc.

5. Public Service Announcements & Media Campaigns

The YOPC works best when new resources are developed using relevant stories from New Hampshire. When the program is able to create new and educational pieces to keep the interest of teens, it allows the program to continue to focus its efforts "upstream". Public Service Announcement (PSA) campaigns will include working with a radio station to record at least one PSA directed to youth about driving safe. YOPC will work with the radio station to monitor total reach, and demographics of the radio campaign(s).

The program will work closely with the New Hampshire Office of Highway Safety's (NHOHS) Public Information Officer (PIO) to develop and promote media campaigns such as mobile banner to successfully reach a larger teen audience across the state. YOPC will work with media outlets to monitor total reach, views, shares, etc. of media campaigns.

6. Meetings & Conferences

The Youth Operator coordinator will attend all scheduled quarterly meetings with the NHOHS, regional coordinator's meetings, traffic safety conferences and any other meetings of importance to the YO program scheduled during the federal fiscal year 2023, by either NHTSA, the NHOHS or the Injury Prevention Center program management. If the YO coordinator is unable to attend, a representative from IPC will attend instead.

****Any sub contracts or agreements entered into in under this Scope of Work must contain the federal language as written below:**

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause and citations:

"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 sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

200.216 - Prohibition on certain telecommunication and video surveillance services or equipment. (see 2 CFR 200.216)

200.340 - Termination - (see 2 CFR 200.340)

[eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards]

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Grantee Initials: DS
BIV
Date: 10/17/2022

Grantee Initials: Amel
Date: 10/17/22

Grantee Initials: _____
Date: _____

Performance Measures
Youth Operator Program

The Youth Operator Program Coordinator will:

1. School outreach and educational programming:
 - a. Provide the Matrix Entertainment "Save a Life" tour to 10 new NH high schools by September 15, 2023.
 - b. Promote best practice safe driving educational material with four additional NH schools to include middle schools by September 15, 2023.
 - c. Provide pre/post survey data from the Matrix Entertainment "Save a Life" tour on a quarterly and final progress report.

Long term goal measure:

 - d. Increase seat belt use, decrease distracted driving and decrease impaired driving across all NH schools receiving direct educational programming from the Teen Driver Program by an average of 2%, as measured by the biennial NH Youth Risk Behavior Survey comparing 2021 to 2023 and then every two years as the survey remains implemented and results are provided.

2. Student to student initiatives:

Develop at least two peer to peer media content programs through relationships with local community based coalitions by June 30, 2023

3. Online education & resources:
 - a. Continue to update the NH Teen Driver website and monitor page views and clicks on a quarterly and yearly basis.
 - b. Continue to update the Traffic Safety 4 NH website and monitor page views and clicks on a quarterly and yearly basis.

4. Community outreach & education:
 - a. Coordinate, facilitate, and invite eight new members to the Buckle Up New Hampshire/Teen Driver Committee by September 30, 2023.
 - b. Provide three presentations to stake holders and community members by September 30, 2023.

5. Public service announcements & media campaigns:
 - a. Record at least one public service announcement with a radio station directed to youth about driving safe by July 31, 2023. YOPC will work with the radio station to monitor total reach, demographics, etc. of the radio campaign.
 - b. Develop at least one geo-mapping mobile banner campaign by June 30, 2023. YOPC will work with the media outlet to monitor total reach, views, shares, etc. of media campaign.

Grantee Initials: DS
BAV
Date: 10/17/2022

Grantee Initials: AMES
Date: 10/17/22

Grantee Initials: _____
Date: _____

EXHIBIT B (cont)
Scope of Work
Child Passenger Safety

1. Safety Seats

Misuse of child safety seats can be attributed to many causes. To help with this dilemma, public information regarding proper use of child safety seats and seat belts must be presented in multiple ways through radio, TV, internet, and rack cards. NH CPS's own website www.beseatsmartNH.org is a great asset in supplying accurate best practice information to caregivers and parents right through their smart phones. Caregivers and parents that access the website will find our statewide fitting station program which can provide child seat help close to home. Appointments can be made with the touch of their smart phone screen. The location of 56 NH fitting stations as well as installation videos and best practice guides are all accessible on the website. Additional marketing of the website will be done through various media platforms. Caregivers who go to a fitting station for assistance and learn that their child seat is damaged, expired unsafe will be provided with a child seat so that the child leaves safer than they arrived. Fitting stations are supported with handout materials as well as resources like Latch Manuals to assist with unique issues. This grant proposal addresses these areas through budget line items, Public Information & Educational Materials, Website expense, Media, Child Seats, Latch Manuals and Postage.

2. Digital Form


Increasing the use of a new form, especially one which requires a digital device will require consistent training and support. Initial introduction of the form for newly certified technicians will be included in their initial certification class. The NH CPS program has received 10 iPads from the Children's Hospital at Dartmouth/Hitchcock to use for this purpose. The students will learn and practice using the form just prior to their first public seat check event. For technicians already certified, classes specifically designed for learning the "digital form" will be offered throughout the year as well as adding "digital form" information to the CEU Update classes already presented to technicians to aid them in their recertification efforts. Funding for these initiatives will be used from line items Education and Travel Expense.

3. Technician Certifications

Initial training and certification expenses continue to rise. We must focus on keeping certified technicians certified. Current initial certification registration fee is \$95.00. Certification renewal fees are \$55.00 every other year. By funding our volunteer's renewal expenses we retain a higher number of technicians for a longer period of time. Having a high recertification rate combined with adding new technicians through new tech classes will build a robust network of citizens understanding and teaching proper child seat use. In addition to certification, we will continue to provide introductory classes to agencies that care for New Hampshire children. Agencies such as DCYF, Family Resource Centers and daycare centers are all resources for caregivers to learn about proper child seat use. To assist technicians with recertifying, CEU Update Classes are offered as well as covering the recertification fees for NH technicians. Using budget line items, Recertification Fees, Education and Travel Expenses will continue to fund this initiative.

4. Meetings & Conferences

The CPS coordinator will attend all scheduled quarterly meetings with the NHOHS, regional CPS coordinator's meetings, traffic safety conferences and any other meetings of importance to the CPS program scheduled during the federal fiscal year 2023, by either NHTSA, the NHOHS or the Injury Prevention Center program management. If the CPS coordinator is unable to attend, a representative from IPC will attend instead.

Grantee Initials: 
Date: 10/17/2022

Grantee Initials: Amel
Date: 10/17/22

Grantee Initials: _____
Date: _____

Performance Measures Child Passenger Safety

1. Specialized trainings for DHHS, Home Visitors, introduction classes for parents and medical care givers, media campaigns as well as increasing exposure of the website www.beseatsmartNH.org will help to educate caregivers and parents about proper safety seat use. DHMC will continue to support the toll free CPS hotline separate from grant funds. It is our goal to reduce the percentage of misuse documented by the digital form by at least 5%. It is also our goal to complete at least three new Certification courses as well as at least 4 Introduction classes. We are also hopeful that with media campaigns we will increase our "clicks" on the website by at least 10%.


2. We will strive to have at least 65% of all NH technicians using the digital Car Seat Form, so that we can start tracking every seat check and identifying specific misuse and needs within the state. As a greater number of technicians switch over to the new Digital Check Form, NH CPS will be able to better identify misuse issues within the state. This will allow better formulation of goals and action plans for better program administration.

3. As of April 1, 2021 New Hampshire has 215 certified Child Passenger Safety Technicians. Increase certified technicians by 20.

4. In addition to adding technicians we are proposing to increase the number of New Hampshire fitting stations by at least 4 to a total of 60. With an increase in fitting stations we are hopeful an increase in proper use education will also increase. The goal is to continue growing the statewide program.

5. Keeping CPS Technicians engaged and prepared for recertification is very important. The recertification process is one that must be addressed throughout the two years prior to the technician's actual expiration date and is where most technicians struggle. By paying for recertification fees and providing greater access to recertification resources on our website and conducting CEU Update classes, technicians will have a more simplified path to recertification. The goal is to keep New Hampshire within the top 5 recertification rates in the country.

It is important to realize that the anticipated results listed above will require engagement and participation of all aspects of occupant protection efforts in New Hampshire. Having active participation in advocate groups such as Buckle Up NH, the Teen Driver Committee and Safe Kids NH will enhance the central messaging promoted through the Child Passenger Safety grant. These groups are child safety advocates that help promote safe transportation of children on a daily basis. Without these combined resources and efforts, the overall mission and goal of reducing injuries and fatalities among New Hampshire's children would be much harder to achieve.

Grantee Initials: 
Date: 10/17/2022

Grantee Initials: Amel
Date: 10/17/20

Grantee Initials: _____
Date: _____

EXHIBIT B (continued)
GRANT REQUIREMENTS AND INFORMATION

- It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A **FINAL REPORT** will be made upon completion of the projects and will be submitted to the NHOHS within 20 days of the project termination date, 9/30/2023
- It is understood that for grants involving personnel services, the **HS-18 - Time and Attendance Record** form will be completed and submitted to the NH Office of Highway Safety by the tenth of each month for the preceding month's activities and expenses. **For the purposes of this agreement, in lieu of the HS-18, the subrecipient (Injury Prevention Center – IPC) will complete and submit to the NH Office of Highway Safety the IPC Daily Activity, Mileage Log & Expense Report, weekly.** Reimbursement under this grant will cover only expenses directly related to the Highway Safety project
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

Reimbursement Schedule and Required Paperwork

- Reimbursement requests are due monthly no later than 20 days after the close of the month
- Reimbursement requests shall include the following
 - 1 Reimbursement Request Cover Letter,
 - 2 Overtime Payroll and Benefits Records,
 - 3 Invoices and Billing Statements,
 - 4 HS-18 Time & Attendance Records,
 5. Match Tracking Form (HS-22)
- The Injury Prevention Center will provide the NHOHS with a weekly Mileage & Activity report for all projects and personnel
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these requirements in disbursing grant funds.

Authorized Contract Signatory:

DocuSigned by:
Barbara A. Vance
2354854CFFF4441...

Date: 10/17/2022

Signors Printed Name: Barbara A. Vance

Signors Title: Vice President, Research Operations

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517

Certificate Number: 0005760740



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



Susan Reeves, EdD, RN, CENP
 Executive Vice President
 Dartmouth Hitchcock Medical Center
 Clinical Professor, Department of Community and Family Medicine
 Chief Nurse Executive, Dartmouth Health

Dartmouth Health
 Executive Administration

December 12, 2022

New Hampshire Department of Safety
 33 Hazen Drive, Room 208
 Concord, New Hampshire 03301

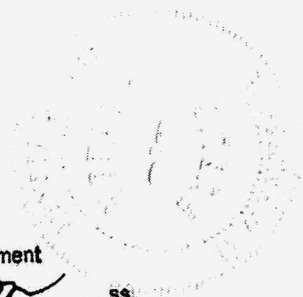
To Whom It May Concern,

This letter is to confirm that the 2018 Certificate of Authorization allowing Barbara Vance to sign grant agreements has not been revoked. Ms. Vance continues to be authorized to sign grant agreements.

Please feel free to contact me should you have any questions.

Sincerely,

Susan A. Reeves, EdD, RN, CENP
 Executive Vice President



Certificate of Acknowledgment

County of Granby ss.
 State of New Hampshire
 On this 12th day of December, 2022
Susan A. Reeves, EdD

known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he/she executed the foregoing instrument.

Notary Public

MELISSA D. ROBE
 Notary Public, State of New Hampshire
 My Commission Expires June 05, 2024
 Tel (603) 650-5606 | Fax (603) 650-7043
 Dartmouth-Health.org



DELEGATION OF SIGNATURE AUTHORITY

RESEARCH CONTRACTS AND SPONSORED PROGRAM AGREEMENTS

The authority to sign contracts, grants, consortia, center, cooperative and other research and sponsored program agreements ("Contracts") on behalf of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic (together, "Dartmouth-Hitchcock") is delegated by the Chief Executive Officer of Dartmouth-Hitchcock to the Executive Vice President of Research and Education (and, in her absence or unavailability, to another Chief Officer of Dartmouth-Hitchcock).

The authority to sign Contracts on behalf of Dartmouth-Hitchcock *which have a funding amount not to exceed \$3,000,000 and which have a term of less than five (5) years* is hereby sub-delegated by the Executive Vice President of Research and Education to the Vice President of Research Operations.

A Contract means an agreement between two or more persons that creates a legally binding obligation to do or not to do a particular thing. A Contract may be titled as an agreement, a memorandum of understanding, memorandum of agreement, a promise to pay, or may use other terminology. A Contract may or may not involve the payment of money.

Additional sub-delegation of signature authority may only be made upon written authorization of the Executive Vice President of Research and Education.

An individual with delegated/sub-delegated signature authority who signs a Contract on behalf of Dartmouth-Hitchcock has the responsibility to ensure that the Contract follows Dartmouth-Hitchcock policies, rules and guidelines and all applicable laws and regulations.

The effective date of this sub-delegation shall be the date executed by the Executive Vice President of Research and Education, as set forth below, and shall continue until revocation by the Executive Vice President of Research and Education.

A handwritten signature in cursive script, appearing to read "Susan A. Reeves", written over a horizontal line.

Susan A. Reeves, EdD, RN
Executive Vice President of Research and Education

Date: July 23, 2018

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT SUB-RECIPIENT INFORMATION REPORTING FORM

PROJECT 2

It is recommended this form be completed by your grant administrator or chief financial officer.

Section I MUST be completed by applicants seeking federal funding assistance from the NH Office of Highway Safety.

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name: Mary Hitchcock Hospital, for itself and on behalf of Dartmouth-Hitchcock Clinic

Address: 1 Medical Center Drive

City: Lebanon

State: New Hampshire

Zip Code (9 digits required): 03756-1000

Sub-Recipient DUNS Number: 06-991-0297

Sub-Recipient MPIN Number (CCR Registration Number):
n/a

Completed?

YES

Section II MUST be completed if this application seeks federal funds totaling \$25,000 or more.

SECTION II. SUB-RECIPIENT REVENUE INFORMATION Sub-Recipients Annual Gross Revenues (Preceding Fiscal Year)

Exceeded 80 percent or more in Federal Awards? **NO**

Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000. in Federal Awards **YES**

	Officer Names	Officer Compensation
Sub-Recipient's 5 Most Highly Compensated Officers	1.	\$0.00
	2.	\$0.00
	3.	\$0.00
	4.	\$0.00
	5.	\$0.00

Comments:

DocuSigned by:

Barbara D. Vance 9/29/2022

PREPARED BY:

Name: Dr. Barbara Vance

Title: Vice President, Research Operations

Date: 4/15/2022

Phone: 603-650-1821

Email: awards@hitchcock.org

Print This Page

Instructions on Next Page

PLEASE PRINT OUT SIGN AND SCAN THIS DOCUMENT AND EMAIL TO YOUR FIELD REPRESENTATIVE
ALONG WITH YOUR EMAILED APPLICATION ACKNOWLEDGEMENT

Print This Page

PROJECT 2

Single Audit Act Amendments of 1996

In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$750,000 or more in federal awards from all federal funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine (9) months of the entity's fiscal year end.

Sub-recipient (community/agency): Dartmouth-Hitchcock Clinic

Fiscal Year : (Mo/Yr – Mo/Yr) July 2020 - June 2021

Section A – Check the appropriate box:

- We did NOT exceed the federal expenditure threshold of \$750,000 for the fiscal year referenced above. A Single Audit is not required for this fiscal year. If checked, skip Section B.
- We DID meet or exceed the federal expenditure threshold of \$750,000 for the fiscal year referenced above. If checked, complete Section B.
- We are exempt from the Single Audit Requirement – explain below. If checked, skip Section B.

Section B – Complete if a Single Audit is required. Check the appropriate box:

- We completed our Single Audit for the above fiscal year and our report is attached.
- Our Single Audit for our fiscal year referenced above will be completed on: September, 2022, unless otherwise authorized by the Office of Management and Budget and will be submitted to the **New Hampshire Office of Highway Safety** by: September, 2022, unless otherwise authorized by the Office of Management and Budget

I certify that I am an individual authorized to complete this form. I further certify that the above information is accurate and, if required, the audit report will be submitted no later than nine (9) months after the fiscal year ending noted above.

Name: Dr. Barbara Vance

Title: Vice President of Reserach Operations Finance

Authorized Chief Financial Officer Dr. Barbara Vance

Signature: Barbara A. Vance Date: 9/29/2022

Phone: 603-650-1821

Email: awards@hitchcock.org

Next Page 

CERTIFICATE OF INSURANCE

DATE: July 8, 2022

COMPANY AFFORDING COVERAGE
 Hamden Assurance Risk Retention Group, Inc.
 P.O. Box 1687
 30 Main Street, Suite 330
 Burlington, VT 05401

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED
 Dartmouth-Hitchcock Clinic
 One Medical Center Drive
 Lebanon, NH 03756
 (603)653-6850

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002022-A	7/1/2022	7/1/2023	EACH OCCURRENCE	\$1,000,000
X	CLAIMS MADE				DAMAGE TO RENTED PREMISES	\$1,000,000
					MEDICAL EXPENSES	N/A
	OCCURRENCE				PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$3,000,000
					PRODUCTS-COMP/OP AGG	\$1,000,000
OTHER						
PROFESSIONAL LIABILITY		0002022-A	7/1/2022	7/1/2023	EACH CLAIM	\$1,000,000
X	CLAIMS MADE				ANNUAL AGGREGATE	\$3,000,000
	OCCURRENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

NH Department of Safety, Office of Highway Safety
 33 Hazen Drive
 Concord, NH 03305

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES

