



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

August 16, 2023

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) permission to enter into a grant agreement with Department of Safety, Homeland Security & Emergency Management, in the amount of \$17,076.35 to provide funding for a Department of Safety Homeland Security & Emergency Management employee to work in an overtime capacity to provide for entry, retrieval, and analysis of highway safety related data. Effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds are available in the SFY 2024 and SFY 2025 operating budget with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75410000 - Dept. of Safety – OCOM - NHTSA Grants	<u>SFY 2024</u>	<u>SFY 2025</u>
102 500731 Contracts for Program Services	\$12,807.26	\$4,269.09

Grand Total: \$17,076.35

EXPLANATION

In 2021, NH ended the year with 106 traffic-related crashes and 118 resulting fatalities, 51 of these fatal crashes involved speeding. In 2021, 15% of non-fatal crashes (4,106) were caused by inattention/distraction. Also, in 2021, there were 73 alcohol and /or drug-related crashes which claimed 83 victims (70.3% of the 118 fatalities), drug tests came back positive for 58 operators involved in fatal motor vehicle crashes, 51 vehicle occupants that were victims of fatal crashes were unbelted (63% of a total 81 victims that were motor vehicle occupants).

Based on the above statistics and to ensure safety and wellbeing of all who travel upon New Hampshire's roadways, it is important to receive accurate data in a timely manner to allow for effective implementation of highway safety planning, projects, and initiatives that reduce fatalities and serious injuries resulting from traffic related incidents. Data provided to NHOHS in a timely fashion will greatly support these highway safety projects and initiatives. during the FFY-2024 cycle and will help the NHOHS develop the National Highway Traffic Safety Administration (NHTSA) required Highway Safety Plan (required by NHTSA to be submitted no later than July 1st of each year), the Annual Report (required by NHTSA to be submitted no later than December 31st of each year) and the newly required Triennial Highway Safety Plan. This grant agreement will promote the timely submission of necessary crash data. In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

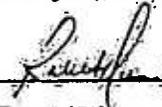
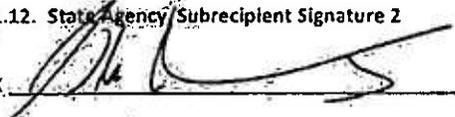
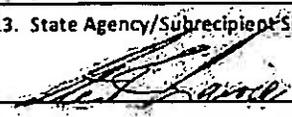
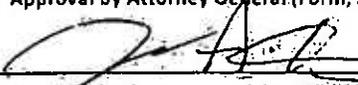
OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT FFY2024

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

GENERAL PROVISIONS

Grant Agreement Title: New Hampshire Department of Safety - Highway Safety Grant Agreement #24-244

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 New Hampshire Department of Safety		1.4. Subrecipient Address 33 Hazen Drive Concord, NH 03305	
Department of Safety Director's Name: Grant Contact Name:		Department of Safety Director's email: Grant Contact's email:	
1.4.1 Subrecipient Type - State Government		1.4.2 UEI # V9GSW38ZEVCS Status: ACTIVE EXP Date:	
1.5. Subrecipient Phone # 603-223-4381	1.6. Effective Date (200.211(b)(6)) October 1, 2023	1.7. Completion Date September 30, 2024	1.8. Grant Limitation \$1,944,696.70 (Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii)) (Total Match Required : \$486,174.20)
1.9. Grant Officer for State Agency Jeffrey A. Landi		1.10. State Agency Telephone Number: 603-271-2131 Grant Officer's 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. State Agency/Subrecipient Signature 1 X: 		Name & Title of State Agency/Subrecipient Signor 1 Robert L. Quinn, Commissioner NH Department of Safety Date: <u>07/23/23</u>	
1.12. State Agency/Subrecipient Signature 2 X: 		Name & Title of State Agency/Subrecipient Signor 2 Eddie Edwards, Assistant Commissioner NH Department of Safety Date: <u>07/29/23</u>	
1.13. State Agency/Subrecipient Signature 3 X: 		Name & Title of State Agency/Subrecipient Signor 3 Steve Lavoie, Assistant Commissioner NH Department of Safety Date: <u>7/29/23</u>	
1.14. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officers, personally appeared the person(s) identified in block 1.11., 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 1.11.			
1.14.1. Signature of Notary Public or Justice of the Peace (Seal)		1.14.2 Name & Title of Notary Public or Justice of the Peace	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: <u>9/6/23</u>	
1.16. Approval by Governor and Council (if applicable)			
By:		On: <u> / /</u>	

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 fifteen (15) 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 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

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 Subward 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](https://www.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 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.

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))

§ 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 though 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 pass-through 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.

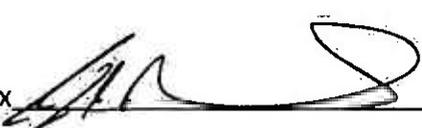
(L) See § 200.322.

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.

DOS Authorized Contract Signatory (Signor 1) :X  Date: 7/23/27

Signors Printed Name: Robert L. Quinn Signors Title: Commissioner, Department of Safety

DOS Authorized Contract Signatory (Signor 2) :X  Date: 7/24/23

Signors Printed Name: Eddie Edwards Signors Title: Assistant Commissioner, Department of Safety

DOS Authorized Contract Signatory (Signor 3) :X  Date: 7/23/23

Signors Printed Name: Steven R. Lavoie Signors Title: Assistant Commissioner, Department of Safety

EXHIBIT A – Division/Department/Bureau Budgets

FFY2024 NHSP Grant Award NH State Police – Matthew S. Shapiro, Executive Major/Acting Director Phone # 603-223-4381 Matthew.S.Shapiro@dos.nh.gov		
Project Titles	Federal Budget	Minimum Match Required
<u>SPEED ENFORCEMENT PATROLS</u> PSP & Task 24-02-04 FAST Act 402 FAIN Number (Subaward: 69A37521300004020NH0 Bill & Supplemental Bill - 402 FAIN Number (Sub Award): 69A37522300004020NH0, 69A3752230S4020NH0, 69A37523300004020NH0, 69A37524300004020NH0 Assistance Listing Number (ALN): 20.600	\$335,000.00	\$83,750.00
<u>DUI ENFORCEMENT</u> PSP & Task 24-07-04 Bill & Supplemental Bill – Flex 405d FAIN Number (Sub Award): 69A3752230000405dNHL, 69A3752230S405dNHL, 69A3752330000405dNHL, 69A3752430000405dNHL Assistance Listing Number (ALN): 20.616	\$624,000.00	\$156,000.00
<u>HVE - DRIVE SOBER OR GET PULLED OVER</u> PSP & Task 24-07-11 Bill & Supplemental Bill – Flex 405d FAIN Number (Sub Award): 69A3752230000405dNHL, 69A3752230S405dNHL, 69A3752330000405dNHL, 69A3752430000405dNHL Assistance Listing Number (ALN): 20.616	\$51,000.00	\$12,750.00
<u>DISTRACTED DRIVING</u> PSP & Task 24-04-04 FAST Act 402 FAIN Number (Subaward: 69A37521300004020NH0 Bill & Supplemental Bill - 402 FAIN Number (Sub Award): 69A37522300004020NH0, 69A3752230S4020NH0, 69A37523300004020NH0, 69A37524300004020NH0 Assistance Listing Number (ALN): 20.600	\$115,000.00	\$28,750.00
<u>HVE - U DRIVE, U TEXT, U PAY</u> PSP & Task 24-04-11 FAST Act 402 FAIN Number (Subaward: 69A37521300004020NH0 Bill & Supplemental Bill - 402 FAIN Number (Sub Award): 69A37522300004020NH0, 69A3752230S4020NH0, 69A37523300004020NH0, 69A37524300004020NH0 Assistance Listing Number (ALN): 20.600	\$9,500.00	\$2,375.00
<u>PEDESTRIAN BICYCLE</u> PSP & Task 24-06-04 FAST Act 402 FAIN Number (Subaward: 69A37521300004020NH0 Bill & Supplemental Bill - 402 FAIN Number (Sub Award): 69A37522300004020NH0, 69A3752230S4020NH0, 69A37523300004020NH0, 69A37524300004020NH0 Assistance Listing Number (ALN): 20.600	\$15,000.00	\$3,750.00

HVE - JOIN THE NH CLIQUE PSP & Task 24-01-04 FAST Act 402 FAIN Number (Subaward: 69A37521300004020NH0 Bill & Supplemental Bill - 402 FAIN Number (Sub Award): 69A37522300004020NH0, 69A3752230S0P4020NH0, 69A37523300004020NH0, 69A37524300004020NH0 Assistance Listing Number (ALN): 20.600	\$15,500.00	\$3,875.00
Community Outreach & Betterment PSP & Task 24-09-03 FAST Act 402 FAIN Number (Subaward: 69A37521300004020NH0 Bill & Supplemental Bill - 402 FAIN Number (Sub Award): 69A37522300004020NH0, 69A3752230S0P4020NH0, 69A37523300004020NH0, 69A37524300004020NH0 Assistance Listing Number (ALN): 20.600	\$10,000.00	\$2,500.00
J-One VPN Installation Assistance PSP & Task 24-03-06 FAST Act 405c FAIN Number (Sub Award): 69A3752030000405cNH0, 69A3752130000405cNH0, Bill & Supplemental Bill - 405c FAIN Number (Sub Award): 69A3752230000405cNH0, 69A3752230S0P405cNH0, 69A3752330000405cNH0, 69A3752330S0P405cNH0, 69A3752430000405cNH0, 69A3752430000405cNH0 Assistance Listing Number (ALN): 20.616	\$186,857.00	\$46,714.25
Total Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required)	\$1,361,857.00	\$340,464.25

- Consistent with the Indirect Cost Negotiated Agreement between the New Hampshire Department of Safety and the U.S. Department of Justice dated January 27, 2023, the above award amounts for each project, with the exception of the J-One VPN Installation Assistance project were calculated to include indirect costs at 14.22%.

Grantee Initials: MS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: RL
Date: 7/24/23

Exhibit A – Division Budgets (Continued)

FFY2024 Department of Motor Vehicles Grant Award John C. Marasco, Director Thomas Kaempfer, Assistant Director Phone # 603 -227-4050 John.C.Marasco@dos.nh.gov Thomas.Kaempfer@dos.nh.gov		
Project Titles	Federal Budget	Minimum Match Required
Fatality Analysis Reporting System (FARS) PSP & Task 24-03-07 FAST Act 405c - FAIN Number (Sub Award): 69A3752030000405cNH0, 69A3752130000405cNH0, Bill & Supplemental Bill - 405c FAIN Number (Sub Award): 69A3752230000405cNH0, 69A3752230SUP405cNH0, 69A3752330000405cNH0, 69A3752430000405cNH0 Assistance Listing Number (ALN): 20.616	\$74,716.93	\$18,679.23

DMV FARS - FEDERAL BUDGET AND PERSONNEL DATA				
Cost Category	FARS 46%	NHOHS 54%	NHOHS 100%	Total
Personnel Services Salary				
Program Assistant (LG21, Step 07) (Includes 10% increase effective 7/1/2023 and 2% increase effective 7/1/2024) = \$32.73/hr	29,358.81	34,464.69		63,823.50
Overtime			5,000	5,000.00
Personnel Services Salary Sub-Total				68,823.50
Benefits				
Health Insurance @ \$18,533/yr	8,525.33	10,008.00		18,533.33
Dental Insurance @ 974/yr	448.00	526.00		974.00
FICA & Medicare @ 7.65%	2,421.90	2,843.10		5,265.00
Retirement @ 14.53%	4,600.02	5,400.03		10,000.05
Life Insurance @ \$22/yr	10.12	11.88		22.00
Benefits Sub-Total	16,005.37	18,789.01		34,794.38
Salary and Benefits Sub-Total	45,364.18	53,253.70	5,000.00	103,617.88
Current Expense: Office Supplies, toner, paper, telephone, Fax, IT expenses, etc.			2,000.00	
Telecommunications			900.00	
Current Expense Sub-Total			2,900.00	2,900.00
Travel: FARS Annual Out-of-State Conference (includes airfare, lodging, meals, etc)			5,000.00	5,000.00
Indirect Cost – (111,517.88 X .1422)	7,294.61	8,563.23		15,857.84
Total	52,658.79	61,816.93	12,900.00	\$127,375.72
FEDERAL BUDGET TOTAL		\$74,716.93		

Grantee Initials: JKM
 Date: 7/16/23

Grantee Initials: TOK
 Date: 6/22/23

Grantee Initials: RL
 Date: 7/21/23

Exhibit A – Division Budgets (Continued)

FFY2024 Department of Motor Vehicles Grant Award John C. Marasco, Director Thomas Kaempfer, Assistant Director Phone # 603 -227-4050 John.C.Marasco@dos.nh.gov Thomas.Kaempfer@dos.nh.gov		
Project Titles	Federal Budget	Minimum Match Required
Motorcycle Rider Training Program (MRT) PSP & Task 24-05-03 FAST Act 405f FAIN Number Subaward: 69A3751930000405FNHO, 69A3752030000405FNHO, 69A3751930000405FNHO Bill & Supplemental Bill – 405f FAIN Number (Sub Award): 69A3752230000405FNHO, 69A37522305UP405FNHO, 69A3752330000405FNHO, 69A3752430000405FNHO Assistance Listing Number (ALN): 20.616	\$16,561.90	\$4,140.48
DMV – MOTORCYCLE RIDER TRAINING PROGRAM - FEDERAL BUDGET AND PERSONNEL DATA		
a. Personnel Services – Motorcycle Rider Training Program		
b. Current Expenses		
File preparation and printing of the NH Motorcycle Riders State Roadway map. Full color. Map measures appx. 22" X 34". Folded. Bundled=25/bundle. Print and distribute 100,000 New Hampshire Motorcycle Rider Maps during the 2024 training season. The grant will cover all costs necessary to produce and distribute the product, including (100,000 Maps at \$.145/Map)	\$14,500.00	\$14,500.00
c. Equipment		
d. Indirect Costs and Audit Expense (\$14,500 X .1422)	\$2,061.90	\$2,061.90
e. Contractual Services		
f. Travel Expenses (In-State: Mileage, lodging, meals, etc.)		
Total (Amount of Federal funds obligated by this action 2CFR§200.331(a)(1)(vi))		\$16,561.90

Grantee Initials: *JK*
 Date: 7/6/23

Grantee Initials: *TK*
 Date: 7/24/23

Grantee Initials: *RL*
 Date: 7/24/23

Exhibit A – Division Budgets (Continued)

FFY2024 Bureau of Hearings/Prosecution Grant Award Christopher Casco, Administrator Phone # 603-223-8047 Christopher.B.Casco@dos.nh.gov		
Project Titles	Federal Budget Total amount Federal funds obligated to the subrecipient (2 CFR § 200.331(a)(1)(vii))	Minimum Match Required
Impaired Driving Prosecution & Paralegal Support – PSP & Task 24-07-08 FAST Act - 405d - FAIN Number (Sub Award): 69A3752130000405dNHL Bill & Supplemental Bill – 405d FAIN Number (Sub Award): 69A3752230000405dNHL, 69A37522305UP405dNHL, 69A3752330000405dNHL, 69A3752430000405dNHL Assistance Listing Number (ALN): 20.616	\$474,484.61	\$118,621.15

DOS BUREAU OF HEARINGS - PROSECUTOR & PARALEGAL SUPPORT - FEDERAL BUDGET AND PERSONNEL DATA		
a. Personnel Services – (Hourly rates reflect full time wages + benefits and include a 10% increase effective 7/1/23 and a 2% increase effective 7/1/24.)		
Hearings Examiner - (LG 31 S6) - 3,900 Support Hours @ \$73.96/hr	\$288,444.00	
FICA/Medicare - 7.65% (Based on hourly rate of \$48.82/hr)	\$ 14,565.45	
		\$399,226.37
Paralegal II - (LG 16 S5) 1,950 Support Hours @ \$47.48/hr	\$ 92,586.00	
FICA/Medicare - 7.65% - (Based on hourly rate of \$24.34/hr)	\$ 3,630.92	
b. Current Expenses		
Hearings Examiner - Telephone (including cell)	\$ 500.00	
DOIT Transfers	\$2,280.00	
		\$4,170.00
Paralegal II - Telephone (including cell)	\$ 250.00	
DOIT Transfers	\$1,140.00	
c. Equipment		
d. Indirect Costs and Audit Expense		
(\$414,896.37 X 14.22% = \$58,998.26 + 0.1% Indirect Audit Expense (\$589.98))	\$59,588.24	\$59,588.24
e. Contractual Services		
f. Travel Expenses (In-State: Mileage, lodging, meals, etc.)		
Hearings Examiner –	\$10,000.00	
Paralegal –	\$ 1,500.00	\$11,500.00
Total (Amount of Federal funds obligated by this action 2CFR§200.331(a)(1)(vii))		\$474,484.61

Grantee Initials: CC
 Date: 6/26/23

Grantee Initials: _____
 Date: _____

Grantee Initials: RF
 Date: 7/24/23

Exhibit A – Division Budgets (Continued)

FFY2024 Homeland Security & Emergency Management Grant Award		
Robert Buxton, Director		
Phone # 603 – 271-2231 Robert.M.Buxton@DOS.NH.GOV		
Project Titles	Federal Budget	Minimum Match Required
<p align="center">HSEM – Data Analyst PSP & Task 24-03-08</p> <p>FAST Act 402 FAIN Number (Subaward: 69A37521300004020NH0 Bill & Supplemental Bill - 402 FAIN Number (Sub Award): 69A37522300004020NH0, 69A3752230SUP4020NH0, 69A37523300004020NH0, 69A37524300004020NH0,</p> <p>Assistance Listing Number (ALN): 20.600</p>	\$17,076.35	\$4,269.09 Match to be covered by Department of Safety
HSEM – DATA ANALYST - FEDERAL BUDGET AND PERSONNEL DATA		
a. Personnel Services – HSEM DATA ANALYST		
Data Analyst – (LG 23 S6) - 292 OT Hours @ \$51.20/Hr (Includes 10% raise effective 7/1/23 and 2% raise effective 7/1/24)	\$14,950.40	\$14,950.40
d. Indirect Costs and Audit Expense (\$14,950.40 X .1422 = \$2,125.95)	\$2,125.95	\$2,125.95
Total (Amount of Federal funds obligated by this action <u>2CFR\$200.331(a)(1)(vi)</u>)		\$17,076.35

Grantee Initials: RMB
Date: 7/19/23

Grantee Initials: _____
Date: _____

Grantee Initials: Rd
Date: 7/24/23

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 (new) – 10/1/2023 to 9/30/2024
Are these Research and Development Projects: NO

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: RL
Date: 7/24/23

EXHIBIT B
SCOPES OF WORK & PERFORMANCE MEASURES

NH State Police - Scopes of Work

Speed Enforcement

Year over year, among other factors, speed is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. To have the greatest impact, among other areas of enforcement, the New Hampshire State Police should utilize Speed Enforcement funding in focused efforts to enforce speed limits in areas where state and local data identifies the locations, days and times that speed violations and crashes are occurring.

- The locations as well as days and times of the Speed Enforcement overtime patrols shall support the problem statement identified in the grant application.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol, as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Troopers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Troop Headquarters. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the HS-200 Patrol Activity Report.
- To maximize grant funded efforts, patrols must consist of **one grant-funded Trooper per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: MSS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: Rd
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
Impaired Driving Enforcement (DUI)

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, the New Hampshire State Police should utilize Impaired Driving Enforcement funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring.

- *DUI Enforcement patrols including DUI Saturation patrols should be no less than 4 hours, and no more than 6 hours in duration. These hours shall be run consecutively without interruption.*
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and HS-200 Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With written approval from the Office of Highway Safety, Troops may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Troopers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Troop Headquarters. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the HS-200 Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Trooper per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: MSS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: AL
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
HVE - DRIVE SOBER OR GET PULLED OVER

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, the New Hampshire State Police should utilize Impaired Driving Enforcement funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring and where the greatest likelihood of finding impaired drivers exists..

- Participation in these **TWO** national HVE (High Visibility Enforcement) DSOGPO mobilizations is required to be conducted during the following timeframes:

First Mobilization - TBD: Friday December XX, 2023 – Monday January XX, 2024. At least 6 hours of Impaired Driving enforcement per Troop must be conducted during the KICKOFF date – Friday December 16, 2022, additional patrols to be scheduled consistent with individual Troop allocations.

Second Mobilization - TBD: Wednesday August XX, 2024 – Sunday September XX, 2024. At least 6 hours of Impaired Driving enforcement per Troop must be conducted during the KICKOFF date – Wednesday August XX, 2023, additional patrols to be scheduled consistent with individual Troop allocations.

- DSOGPO DUI enforcement patrols should be no less than 4 hours, and more than **6 hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and HS-200 Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With written approval from the Office of Highway Safety, Troops may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Troopers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Troop Headquarters. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the HS-200 Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Trooper per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: MS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: Rd
Date: 7/11/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law**. Patrols should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior.

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and HS-200 Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Troopers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Troop Headquarters. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the HS-200 Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Trooper per cruiser; however, multiple cruisers may be out at one time. Exception: Two Troopers per cruiser when utilizing a spotter (one Trooper in the cruiser and one Trooper outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. Note: when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her HS200 Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: MS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: LF
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
HVE - U DRIVE, U TEXT, U PAY

U Drive, U Text, U Pay Distracted Driving enforcement patrols should focus on enforcing **New Hampshire's Hands Free Electronic Device Law**. Troopers should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior.

- This mobilization is required to be conducted during the following timeframe – TBD: **Monday April XX, 2024 – Monday April XX, 2024. At least 4 hours of Distracted Driving enforcement per Troop must be conducted during the KICKOFF date - Monday April XX, 2024, additional patrols to be scheduled consistent with individual Troop allocations.**
- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and HS-200 Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Troopers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Troop Headquarters. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the HS-200 Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Trooper per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Troopers per cruiser when utilizing a spotter (one Trooper in the cruiser and one Trooper outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. **Note:** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her HS200 Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: MS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: PL
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
Pedestrian & Bicycle Enforcement

Pedestrian/Bicycle enforcement patrols should be aimed at enforcing the state's pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced.

- It is highly recommended that Troopers conducting the Pedestrian & Bicycle enforcement patrols complete an Online training course: "Pedestrian and Bicycle Laws", sponsored by Police Standards and Training Council.
- Grantees must utilize pedestrian and bicyclist crash data to identify specific locations and times of day to enforce traffic safety laws as they relate to motorists, pedestrians, and bicyclist.
- Pedestrian Bicycle enforcement patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.
- The OHS has an expectation that Troopers will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol Trooper contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the Troop Headquarters. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided as to why in the note section of the HS-200 Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Trooper per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Troopers per cruiser when utilizing a spotter (one Trooper in the cruiser and one Trooper outside the cruiser) when conducting strategic Pedestrian & Bicycle enforcement patrols. **Note:** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her HS-200 Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: MS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: RL
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
HVE - Join the New Hampshire Clique

Join the New Hampshire Clique is an HVE effort in the State of New Hampshire that coincides with the National "Click It or Ticket" HVE campaign. In NH the purpose is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts.

- This mobilization is required to be conducted during the following timeframe: **TBD: Monday May XX, 2023 - Sunday June XX, 2023. At least 4 hours of Occupant Protection enforcement per Troop must be conducted during the Border to Border (B2B) KICKOFF date - Monday May XX, 2023, additional patrols to be scheduled consistent with individual Troop allocations.**
- It is highly recommended that Troopers conducting the "Join the NH Clique Patrols" complete an Online training course; "Occupant Protection/Child Passenger", sponsored by Police Standards and Training.
- Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Troopers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Troop Headquarters. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the HS-200 Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Trooper per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Troopers per cruiser when utilizing a spotter (one Trooper in the cruiser and one Trooper outside the cruiser) when conducting strategic Occupant Protection enforcement patrols. **Note:** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her HS-200 Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: MS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: RL
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Performance Measures **NHSP – Enforcement Projects**

Speed Enforcement: In FFY-2024, in an effort to help reduce Speed related serious injury and fatal crashes within our jurisdictional patrol areas, we plan to increase the number of grants funded four (4) hour Speed patrols by 10% from 517 in FFY-2022 to 569 four hour patrols. Additionally, we plan to increase total vehicle stops by 10% from 6,161 in FFY-2022 to 6,777 in FFY-2024, by increasing speed stops by 12% from 4,986 in FFY-2022 to 5,602 in FFY-2024. Through this effort we expect to increase speed specific enforcement under this project from 81% in FFY-2022 to 83% in FFY-2024.

DUI Enforcement: In FFY-2024, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas, we plan to field 240 six (6) hour patrols between the hours of 1600-0400, and based on the number of DUI fatal crashes by time of day, we will implement a plan to field 180 four (4)-hour DUI patrols within the hours of 0400 –1600. Through these additional patrols, we plan to increase total vehicle stops by 10% from 3,561 in FFY-2022 to 3,917 in FFY-2024, which we expect to result in a 29% increase in DUI arrests made from 59 in FFY-2022 to 76 in FFY-2024, producing a DUI arrest rate of 1 DUI arrest every 5.5 patrols. In addition to this, Troops A, B, C, and D will conduct 2 DUI Saturation Patrols/Sobriety Checkpoints each and Troops E and F will conduct 1 DUI Saturation Patrol/Sobriety Checkpoint each (12 total), in which we expect to yield an additional 24 DUI Arrests. Total DUI Arrests anticipated in FFY-2024 = 100.

Drive Sober Or. Get Pulled Over: In further effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas, we will participate in this national mobilization again. During the two DSOGPO campaigns within the federal fiscal year, we plan to field 36 six (6) hour patrols between the hours of 1600-0400 and based on the number of DUI fatal crashes by time of day, we will implement a plan to field 24 four (4)-hour DUI patrols within the hours of 0400 –1600. Through these additional patrols, we plan to increase total vehicle stops by 44% from 428 in FFY-2022 to 616 in FFY-2024, which we expect to result in a 60% increase in DUI arrests made from 5 in FFY-2022 to 8 in FFY-2024, producing a DSOGPO DUI arrest rate of 1 DUI arrest every 7.5 patrols.

Distracted Driving: In FFY-2024, in an effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas, we plan to increase the number of grants funded four (4) hour Distracted Driving patrols by 10% from 223 in FFY-2022 to 246 four hour patrols in FFY-2024. Additionally, we plan to increase total vehicle stops by 10% from 2,086 in FFY-2022 to 2,295 in FFY-2024 and increase Distracted Driving/Mobile Electronic Device stops by 15% from 806 in FFY-2022 to 927 in FFY-2024. Through this effort we expect to increase Distracted Driving specific enforcement under this project from 39% in FFY-2022 to 40% in FFY-2024.

U Drive, U Text, U Pay: In FFY-2024, in a further effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas, we will participate in this national mobilization again. During this High Visibility Enforcement (HVE) effort we plan to increase the number of grants funded four (4) hour U Drive, U Text, U Pay patrols by 20% from 15 in FFY-2022 to 18 four hour patrols in FFY-2024. Additionally, we plan to increase total vehicle stops by 27% from 132 in FFY-2022 to 168 in FFY-2024 and increase Distracted Driving/Mobile Electronic Device stops by 32% from 55 in FFY-2022 to 72 in FFY-2024. Through this effort we expect to increase Distracted Driving specific enforcement under this project from 42% in FFY-2022 to 43% in FFY-2024.

Pedestrian Bicycle Enforcement: In FFY-2024 in an effort to help increase Pedestrian/Bicycle public awareness and safety and reduce Ped/Bike serious injury and fatal crashes within our jurisdictional patrol areas, we plan to conduct 34 four (4) hour grant funded Ped/Bike patrols, during which we expect to make a minimum of 1,700 Ped/Bike contacts. Additionally, we plan to make 200 total stops, with 100 stops for Ped/Bike violations and therefore produce a 50% Ped/Bike project specific enforcement effort.

Join The NH Clique: In FFY-2024, in an effort to help increase Occupant Protection public awareness and reduce unbelted fatalities and serious injuries among our youth within our jurisdictional patrol areas, we will conduct the "Join the NH Clique" enforcement effort again, to coincide with the national "Click It Or Ticket" campaign. During this High Visibility Enforcement (HVE) effort we plan to increase the number of grants funded four (4) hour JTNHC patrols by 16% from 30 in FFY-2022 to 35 four hour patrols in FFY-2024. Though this increase in patrols we expect to increase the number of vehicles visually checked for child restraint law violations by 16% as well, from 8,733 in FFY-2022 to 10,130 in FFY-2024. Additionally, we plan to increase total vehicle stops by 22% from 272 in FFY-2022 to 332 in FFY-2024 and increase Occupant Protection stops by 20% from 46 in FFY-2022 to 55 in FFY-2024. Through this effort we expect to maintain Occupant Protection specific enforcement under this project, from 15% in FFY-2022 to 17% in FFY-2024.

Community Outreach & Betterment: We plan to conduct 3 C.O.B. (Community Outreach & Betterment) presentations in FFY- 2024 with 1,200 attendees including 1,000 youth operators.

CRASH REDUCTION: Through the initiatives above we hope to realize a 5% reduction in the number Fatal, Serious Injury and total Crashes, which were investigated by the New Hampshire State Police as the primary agency within our jurisdictional patrol areas, Fatal Crashes from 39 in 2022 to 37 in 2024, Serious Injury Crashes from 111 in 2022 to 105 in 2024, and Total Crashes from 4,184 in 2022 to 3,975 in 2024.

Grantee Initials: MSS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: Rd
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work

NHSP - Community Outreach & Betterment (COB) Grant

The Office of Highway Safety has awarded your agency/organization **\$20,000.00** to coordinate and conduct a **minimum** of five (5) COB Grant highway safety presentations to the below specified sectors of the public throughout the 2023 Federal Fiscal Year.

COB Grant presentations will not exceed **four (4)** hours in duration including travel time, setup and breakdown of the COB Grant presentation location.

The Subrecipient or their designee will be responsible to maintain the COB Grant budget to ensure funds are adequate to complete the minimum required five (5) COB presentations during the grant year.

COB grant funds cannot be utilized for enforcement patrols or in conjunction with any other federal funding.

.....
The purpose of the Community Outreach & Betterment (COB) Grant is to bring the highway safety message via an in person PowerPoint presentation to traditionally marginalized New Hampshire drivers and vulnerable road users while fostering positive law enforcement/public interactions by:

1. Outreach to Refugee/New American Groups
2. Outreach to underserved/Low income neighborhoods
3. Outreach to Older drivers, low vision, and hearing impaired drivers
4. Outreach to youth drivers
5. Outreach to Limited English Proficiency (LEP) Groups
6. Outreach to Elementary/High Schools/Driver Ed Schools

Since persons with disabilities are members of all of the above groups, the Subrecipient should make every effort to encourage their inclusion in COB Grant Presentations.

The Subrecipient may not select the same COB Grant specified group more than twice during the same grant year without authorization by their NHOHS field representative.

Due to the highly specialized and sensitive nature of the COB Grant presentations, the official in charge or their designees will have the sole responsibility of assigning the appropriate personnel to conduct the COB presentations.

Grantee must utilize the "New Hampshire Drive Safe" PowerPoint provided by the NHOHS during COB Grant Presentations. The Subrecipient may create their own community specific traffic safety related presentation in conjunction with the "New Hampshire Drive Safe" presentation within the reimbursable four (4) hour COB Grant presentation window. Any COB Grant related hourly overage of the four (4) hour maximum presentation time may be utilized as match in support of this grant.

A maximum of two (2) Troopers will be authorized for reimbursement per COB Grant presentation. Troopers will submit a State Police Details Voucher for a maximum of four (4) hours of overtime each, at the current detail rate, and will mark the top of the voucher as "COB" in bold letters. If additional support personnel are required to assist a COB Grant presentation the associated costs may be utilized as "match" in support of this grant.

COB Related Expenses

If required, Interpretation/Translation services will be a reimbursable expense for translation of COB Grant presentation PowerPoint or for direct on-site interpretation services for COB Grant presentations. Grantees may use their own previously contracted Interpretation/Translation services or select Interpretation/Translation services from the resources list provided in the COB Grant Excel workbook.

Purchases of light refreshments* may be a reimbursable expense for attendees of COB Grant Presentations up to a cap of \$150 per presentation or may be utilized as "match" in support of this grant. Please contact your NHOHS Field Representative for clarification prior to purchase.

**41 CFR 301 74.2(e) "Light refreshments are defined to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins".*

**When purchasing light refreshments, whenever possible consideration should be given to accommodate the various religious or cultural dietary restrictions of the COB Grant Presentation attendees.*

Printing of COB Grant related handouts in support of a COB Grant Presentation may be a reimbursable expense up to \$150 per presentation or may be utilized as "match" in support of this grant.

Should a hall usage fee be necessary to obtain a location for a COB Grant Presentation, such fee will be a reimbursable expense up to \$150 per presentation. Any location fee that exceeds the \$150 per presentation cap the Subrecipient must seek prior approval from their NHOHS Field representative. Whenever possible COB Grant Presentation location should be accessible and within proximity of mass transit.

Reimbursement

Troops with COB Grant allocations will receive the COB Grant Excel workbook and activity log along with the COB Grant Allocations letter, to keep track of all COB Grant related expenses, to be forwarded to Division Headquarters quarterly. Division Administration will submit a copy of those Troop's COB Grant Excel workbooks and activity logs, along with any receipts/Invoices, State Police Details Vouchers/payroll records and grant related reimbursement forms on a quarterly basis to obtain reimbursement. (See page 21 of this agreement for more reimbursement information).

Any additional costs incurred by the Division of State Police (Subrecipient) in support of the COB Grant activities may be utilized as "match", provided those costs are not simultaneously funded by another federal grant.

The Division of State Police (Subrecipient) must retain the records of all COB Grant communications, activities, services, receipts/invoices, detail vouchers/payroll records and reimbursement forms for a period of 3 years, in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or on site monitoring visit.

Performance Measures

NHSP - Community Outreach & Betterment (COB) Grant

Performance within this project will be measured on a quarterly basis by use of the COB Grant Activities page within the COB Grant Excel workbook provided with the Troop Allocations letter. Troops involved in COB activities will forward their completed COB Grant Activities page to the NHSP Grant Contact. The NHSP Grant Contact will tally all Troops' COB Grant activity and update the COB Grant Activities page quarterly within the NHSP Grant Application.

Grantee Initials: MS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: fd
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work

State Police - J-One VPN Installation Assistance

Funding will be utilized to provide contract services to assist local and county Law Enforcement agencies in designing, configuring, and deploying a VPN solution. This will take most of the technical burden off the department for this portion of the work. The J-One contractor will be required to have specific networking experience to be able to provide advice on proper and secure connection protocols to be used to protect data and ensure that consistent connections were maintained. The J-One contractor will work from the Department of Safety and will be scheduled based on the request(s) of the individual departments and the needs of the Department of Safety.

The primary purpose of this grant and the priority under this scope of work is to assist those local and county law enforcement agencies in providing the connectivity necessary to enable the electronic transfer of E-Crash report data – (MMUCC 4, MMUCC 5, and MMUCC 6 compliant when it becomes available), from the end user to the state system. E-Crash will be the main priority and focus of this project to be considered for reimbursement justification under this grant agreement. Efforts will be made to assist agencies in need of VPN upgrades from IKEv1 to IKEv2 and/or new IKEv2 tunnel installations, under a written agreement, if possible, between the J-One administration and the assisted agencies, that those agencies WILL upload E-Crash reports to the state system upon completion. If an agency refuses or is unwilling to agree to submit E-Crash report data to the state system, then VPN installation assistance will NOT be provided under this grant agreement. If VPN installation assistance is provided and upon completion the agency refuses or is unwilling to submit E-Crash report data to the state system, reimbursement may not be made under this grant agreement.

Outside the scope of work in this project directly, in order for this project to be completely successful, it will be a necessary for the J-One administration to make every effort to ensure law enforcement agencies with VPN connectivity or an upgrade already established, WILL start to submit E-Crash reports to the state system.

***Any work that deviates from this scope of work as written may not be reimbursable under this grant.**

****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—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;*
- 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;*
- 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;*
- 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 affected 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.

Performance Measures

State Police - J-One VPN Installation Assistance

Currently, of two-hundred-nine (209) total law enforcement agencies statewide, one-hundred-sixty-two (162) agencies have some type of VPN connection, of which one-hundred-thirty-one (131) are currently participating in J-One, and of that only one-hundred-twenty-three (123) are submitting E-Crash reports to the state system. Up to forty-seven (47) agencies may need installation of the IKEv2 tunnel VPN Connection. We expect to have those remaining forty seven (47) agencies still in need to receive a new IKEv2 tunnel VPN Connection to be properly connected, and those thirty-one (31) agencies with an existing VPN connection and not participating in J-One, to be upgraded appropriately if necessary and begin to participate in J-One, with all agencies submitting E-Crash reports to the state system, in order to bring this project to completion by the close of the FFY-2024 cycle.

Grantee Initials: MSS
Date: 07-10-23

Grantee Initials: _____
Date: _____

Grantee Initials: RJ
Date: 7/21/23

EXHIBIT B (Continued)

NHSP - GRANT REQUIREMENTS AND INFORMATION

- Troopers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the Trooper's presence, in the case of response to a Trooper/officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Troopers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summonses in pursuance of the department's obligation associated with the grant.
- If a Trooper makes an arrest during the patrol shift but does not complete the arrest before the shift is scheduled to end, the Trooper can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- A Trooper who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e., crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Full-time Troopers will be reimbursed at an overtime rate of pay as established by the Division of State Police for hours worked during the enforcement patrols. Part-time Troopers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Director or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- 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.
- Please E-mail the Highway Safety Commander and/or your NHOHS Field Representative/Law Enforcement Liaison, *in advance*, if a mandatory mobilization effort cannot be conducted or if there are any other issues of concern. Christopher.W.Vetter@dos.nh.gov, Jeffrey.A.Landi@dos.nh.gov
- In all projects, the NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with Troop Commanders and Unit Supervisors, at their discretion, adjust allocations to individual Troops as necessary, authorize adjustments in the duration of patrols, and focus efforts in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.
- **NOTE:** Please follow the Highway Safety Commander or SP Command Staff additional specific instructions for all projects as outlined in the Troop Allocations communication, to be issued based on and subsequent to this Grant Agreement.

Payment, Reimbursement Schedule and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A - Division of State Police budget shall be up to \$1,361,857.00.
- It is understood that all patrols will be conducted on an overtime basis and troopers will be paid at the overtime rate for a Trooper II, step 8 (1.5) rate for work exceeding their normal 40 hours per week. Part-time Troopers will be paid at their normal hourly rate.
- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
 1. January 15th for October-December (Quarter 1)
 2. April 15th for January-March (Quarter 2)
 3. July 15th for April-June (Quarter 3)
 4. October 15th for July-September (Quarter 4)
- Please contact the Grant Officer referenced on page one of this agreement for any necessary, required and/or updated forms.
- Over-Time enforcement patrol reimbursements shall include the following:
 1. Reimbursement Request Cover Letter for each project,
 2. Overtime Payroll and Benefits Records for each project,
 3. Patrol Activity Reports (HS-200) for each project,
 4. State Police Special Details Vouchers for each project,
 5. Match Tracking Form (HS-22) for each project.
- Other projects reimbursement requests shall include the following:
 6. Reimbursement Request Cover Letter,
 7. Overtime Payroll and Benefits Records,
 8. Invoices and Billing Statements,
 9. HS-18 Time & Attendance Records,
 10. Match Tracking Form (HS-22).
- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter,
 2. Copy of the detailed equipment invoice (with all Serial #'s),
 3. Copy of Cancelled Check,
 4. Match Tracking Form (HS-22).
- If no enforcement patrols took place during the quarter, you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.
- 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.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (A) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (B) The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA, 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash drawdowns by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, Insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
 - eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

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

NHSP: Authorized Contract Signatory 1: Matthew S. Shapiro Date: 07-10-23
Signors Printed Name: Matthew S. Shapiro Signors Title: Executive Major / Acting Director

NHSP: Authorized Contract Signatory 2: _____ Date: _____
Signors Printed Name: _____ Signors Title: _____

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work

DMV – Fatality Analysis Reporting System (FARS)

The New Hampshire FARS Supervisor / Analyst will research, retrieve, analyze, redact, and accurately code data on fatal crashes based upon strict NHTSA coding and validation guidelines. Reports will be gathered by contacting the responsible investigating agencies statewide and requesting the PAR (Police Accident Report) and CAR (Collision Analysis Reconstruction). These documents will be reviewed for completeness and accuracy, additional data will be obtained to form a complete case file. This includes but is not limited to toxicology reports, roadway mapping, death certificates, motor vehicle / licensing information, and medical examiner reports from the appropriate agencies. This will be accomplished by means of agreements and developed relationships with the respective agencies. The data will be compiled into uniform numerical codes, which are entered into the National Highway Traffic Safety Administration (NHTSA) MAX database for comparison and study on a national level. This program will provide the highest quality data, collaboration and accessibility to track and reduce fatal and serious injury crashes on New Hampshire roadways.

DMV FARS - Performance Measures

The FARS Analyst will ensure the compilation of data (uniform, accurate, complete, and timely), both statistical and specific for all fatal crashes in the State of New Hampshire. This information assists local, state, and federal agencies to prevent further loss of life.

Grantee Initials: 
Date: 7/6/23

Grantee Initials: 
Date: 7/21/23

Grantee Initials: 
Date: 7/24/23

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work

DMV – Motorcycle Rider Training Program

The NH DMV Motorcycle Rider Training Program will direct the file preparation and printing of the NH Motorcycle Riders State Roadway map. The full color map measures appx. 22" X 34" folded, bundled = 25/bundle. The MRT will print and distribute 100,000 New Hampshire Motorcycle Rider Maps during the 2024 training season. The grant will cover all costs necessary to produce and distribute the product, including (100,000 Maps at \$.145/Map). In order to be eligible for NHTSA 405f funding the maps shall include motorcycle rider highway safety messages; "Share the Road In and Around Motorcyclists", "Look Twice Save A Life", etc..

Performance Measures

DMV – Motorcycle Rider Training Program

We anticipate the map to be popular. This will put eyes on our primary messaging of safety, training, and motorcycle awareness. Performance measures will be based on the number of maps used/requested, direct responses from customers using the map and feedback from other motorcycle industry stakeholders. As each map is likely to be used as an ongoing reference, we anticipate multiple viewers per map.

Grantee Initials: *JM*
Date: 7/16/23

Grantee Initials: *MK*
Date: 6/22/23

Grantee Initials: *RL*
Date: 7/21/23

EXHIBIT B (continued)

DMV - 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 project. Reports will be submitted within 20 days of the project termination date.
- 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. 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.

Payment, Reimbursement Schedule and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A – Department of Motor Vehicles FARS budget shall be up to \$74,716.93, and within the Department of Motor Vehicles Motorcycle Rider Training Program (MRT) budget shall be up to \$16,561.90.
- Reimbursement requests are due monthly no later than 15 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).
- 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.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (C) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (D) The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

CASH MANAGEMENT

Cash drawdowns will be initiated only when needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA, 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash drawdowns by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

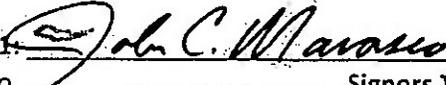
Failure to adhere to these provisions may result in the termination of draw-down privileges.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
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 - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
 - [eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles](#)

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

DMV: Authorized Contract Signatory 1:  Date: 7/6/23
Signors Printed Name: John C. Marasco Signors Title: Director

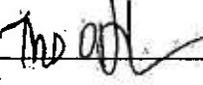
DMV: Authorized Contract Signatory 2:  Date: 7/6/23
Signors Printed Name: Thomas Kaempfer Signors Title: Assistant Director

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
Bureau of Hearings Prosecutors / Paralegal

The Department of Safety prosecution unit will prosecute misdemeanor cases in as many circuit courts as possible within the existing budgetary framework and prosecute DWI Alcohol/Drug cases in all State courts, which will allow the Department to achieve success in many more cases. Complex legal issues will be litigated by these prosecutors on issues such as the release of electronic cruiser data, State Police jurisdiction in impaired driving cases, and legal challenges to the admissibility of a breath tests under a recent statute governing independent blood tests in breath test cases, effective in January, 2017, as well as any additional significant legal challenges expected as the State deploys new breath testing machines and body cameras statewide.

Paralegals will support the DWI prosecutors with the prosecution of DWI cases for State Troopers in specially assigned cases in courts without an assigned attorney prosecutor. Paralegals will also assist with the preparation of discovery, training materials including case research, PowerPoint presentations and course handouts.

Performance Measures
Bureau of Hearings Prosecutors / Paralegal

I. Increased Prosecution of State Police DWI Alcohol/Drug cases: The additional funding support for the DOS prosecution unit will provide enhanced coverage for DWI cases in the primary courts for Troop A (Dover, Candia, Seabrook, Portsmouth) and Troop F – (Plymouth, Berlin, Colebrook, Lancaster), as well as in the courts (Nashua, Milford, Goffstown, Brentwood, Rochester) that are routinely covered by Troopers. Additional support will ensure that most State Police DWI trials will be prosecuted by an attorney prosecutor. Moreover, with the increasing number of DWI arrests being made, the prosecutors will be able to focus on these cases throughout the state and provide prosecutorial support, as well as conduct focused training in the areas of report writing and trial preparation, and prosecution of directed patrol and drug impaired driving cases. In addition, the DWI grant prosecutors will be able to prosecute the highly technical DWI Drug trials which often involve Troopers who are Drug Recognition Experts, expert medical witnesses and extensive pretrial preparation. The drug crisis in New Hampshire has resulted in a greater number of DWI Drug cases, which in turn, requires more prosecutorial resources to address the caseload effectively.

II. Prosecutorial Training: The DOS Prosecutors and Paralegals support hours will enhance the unit's ability to provide additional training to State Police to include having DWI focused prosecution trainings throughout the year in all troops. The goal is to provide 24 training sessions in FY23, an increase of 60% over the FY2019 year.

III. Technical Assistance: This will enable the prosecution unit to enhance the legal assistance it provides to State Police on DWI cases including answering legal questions by phone and email, reviewing search warrant applications on DWI cases, reviewing and providing guidance on report writing, court testimony and other technical assistance. In 2020 Troops A and F had 348 DWI and DWI related arrests. The Prosecution Unit covered 70 percent of those cases. For the 2022-2023 fiscal period the goal is to prosecute 95% of the DWI and DWI related cases. This goal is set keeping in mind that the delay in cases being scheduled may result in the numbers of cases resolved during the stated timeframe being somewhat reduced.

In summary, this funding will result in an increase in the number of State Police DWI cases prosecuted by attorney prosecutors rather than troopers. These resources will enable State Troopers to spend more time patrolling and less time on the administrative work that case prosecution requires. Also, it will allow the state to achieve a greater likelihood of successful case prosecution, and fewer drug and alcohol impaired drivers will be able to avoid consequences by exploiting legal technicalities. Finally, eliminating trooper prosecution in DWI cases will increase efficiency and provide more patrol hours for State Police, which will enhance highway safety.

Grantee Initials: LL
Date: 6/21/23

Grantee Initials: _____
Date: _____

Grantee Initials: RF
Date: 7/24/23

EXHIBIT B (Continued)

BUREAU OF HEARINGS - 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 project. Reports will be submitted within 20 days of the project termination date.
- 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.

Payment, Reimbursement Schedule and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A – Bureau of Hearings budget shall be up to \$474,484.61.
- Reimbursement requests are due monthly no later than 15 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).
- 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.
- It is understood that the HS-18 - Time and Attendance Record form will be completed to reflect individual DWI cases worked on with the support hours dedicated within this grant agreement and submitted to the NH Office of Highway Safety by the tenth of each month for the preceding month’s activities and expenses. Reimbursement under this grant will cover only expenses directly related to the Highway Safety project.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (E) In the event of any conflict or ambiguity between the provisions of the Subrecipient’s application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (F) The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency’s Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

CASH MANAGEMENT

Cash drawdowns will be initiated only when needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash drawdowns by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
 - [eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles](#)

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

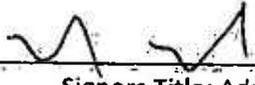
Bureau of Hearings: Authorized Contract Signatory:  Date: 6/26/23
Signors Printed Name: Christopher Casko Signors Title: Administrator

EXHIBIT B - Scopes of Work & Performance Measures (Continued)

Scope of Work
HSEM – Data Analyst

Overtime funding will be provided for Data Analysis, allowing for the entry, retrieval, and analysis of highway safety related data (crashes, arrests, ticketing, etc.) to identify highway safety problem areas or concerns. This data shall then be shared with State, Local, and County law enforcement agencies or other partners to support enforcement or media outreach efforts, target areas of concern for legislative change, or other initiatives to address any highway safety related issues. Data shall also be provided to the NH Office of Highway Safety (NHOHS), in a timely fashion to support highway safety projects and initiatives. Data provided will also help the NHOHS develop the NHTSA required Highway Safety Plan (required by NHTSA to be submitted no later than July 1st of each year), and the Annual Report (required by NHTSA to be submitted no later than December 31st of each year).

Performance Measures
HSEM – Data Analyst

Provide scorecard data for towns due on or before March 31st (* presuming a full prior year data set has been sent to the Office of Highway Safety), to enable OHS staff to prepare and offer the supportive data within the grant applications.

The Non-Fatal Annual Report will include the data from the previous year assuring that trends may be discerned to support action/programs that the data will support. Historically those using this report aside from statewide enforcement departments include other Statewide agencies such as DOT and DHHS, for both roadway and citizen welfare. The NH Senate and House of Representatives have also used this data, as well as Hospitals and specialized organizations such as AARP, AAA, Older Driver Coalition, Pedestrian and bicycle safety, Youth Drivers, School Bus and Driver's Ed educators etc... This data is the only compilation statewide and is used by a myriad of stakeholders with the intent to provide for safer travel on New Hampshire roadways.

Grantee Initials: EDD
Date: 7/12/22

Grantee Initials: _____
Date: _____

Grantee Initials: RL
Date: 7/24/23

EXHIBIT B (Continued)

HSEM – DATA ANALYST - 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 project. Reports will be submitted within 20 days of the project termination date.
- 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.

Payment, Reimbursement Schedule and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A – Department of Homeland Security & Emergency Management shall be up to \$17,076.35.
- Reimbursement requests are due monthly no later than 15 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).
- 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.
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- It is understood that the NHOHS Time and Attendance Record form HS-18 will be completed to reflect work performed for hours dedicated within this grant agreement and submitted to the NH Office of Highway Safety monthly and with invoicing and reimbursement requests. Reimbursement under this grant will cover only expenses directly related to the Highway Safety project.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (G) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
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 - [eCFR :: 2 CFR. Part 200 Subpart E -- Cost Principles](#)

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

HSEM: Authorized Contract Signatory: Robert Buxton Date: 7/1/23
Signors Printed Name: Robert Buxton Signors Title: Director