California Office of Traffic Safety
Grant Program Manual
For FFY2018

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

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Commonly Used Terms & Acronyms

The following commonly used terms and acronyms are provided to assist manual users. Many appear in this manual, while others are used in documents associated with the grant program management process.

ARIDE	Advanced Roadside Impairment Driving Enforcement, training designed to bridge the gap between SFST and DRE that enables a police officer to observe, identify and articulate the signs of impairment caused by drugs, alcohol or a combination of both.
Authorizing Official	Agency official who has the authority to obligate the agency to a grant agreement and comply with grant requirements
Budget	Broad grouping of expenses such as personnel costs, commodities, supplies, and equipment.
Buy America Act	Prohibits states from using highway grant funds under 23 U.S.C. Chapter 4 to purchase steel, iron and all manufactured products, unless they are produced in the U.S., under $5,000.00, or a waver is granted by the Secretary of Transportation. For compliance purposes, American-made covers any product that is manufactured or assembled in the U.S.
CA OTS	California Office of Traffic Safety, the state's lead traffic safety organization tasked with addressing behavioral safety issues
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CFDA	Catalog of Federal Domestic Assistance, provides a listing of all federal programs available to state and local governments; federally-recognized Indian tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and non-profit organizations and institutions; specialized groups; and individuals
CFR	Code of Federal Regulations, a listing of general and permanent rules published in the Federal Register by the Executive branch of the federal government and federal agencies
CHP	California Highway Patrol
CPS	Child Passenger Safety, activities addressing the safety of children riding in motor vehicles
DD	Distracted Driving
DUI	Driving Under the Influence
DUID	Driving Under the Influence of Drugs
DOF	California Department of Finance
DOJ	California Department of Justice
DRE	Drug Recognition Expert, a police officer trained to recognize impairment in drivers under the influence of drugs other than or in addition to, alcohol
DUNS	Data Universal Numbering System, a nine digit number offered by Dun & Bradstreet to identify different divisions of companies and provide easy reference for those seeking information
EB Method	Empirical Bayesian Ranking Method, used by researchers and statisticians to group and give varying weights to many different factors. OTS Rankings for cities are developed using this method, which factors in not only population and daily vehicle miles traveled, but crash records and trends to arrive at a single, more

accurate ranking.

EMS	Emergency Medical Services
Employee Time Certification	Used to certify that 100% of an employee's time is federally grant funded. (form OTS-26)
Equipment	Non-expendable, tangible, personal property having a useful life of more than one year and an acquisitions cost of $5,000 or more that is used only for traffic safety and/or law enforcement purposes
Equipment Report	Details the purchase date, description, location, total cost, federal funds used, and current fair market value (form OTS-25.)
Equipment Re-Certification Report	Same as the equipment report, but includes additional information that must be filed every two years from the original date of acquisition (Form OTS-25a)
FARS	Fatality Analysis Reporting System
FFATA	Federal Funding Accountability and Transparency Act, requires grantees to annually report each action that obligates $25,000 or more in federal funds
FHWA	Federal Highway Administration
Fiscal Official	Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records
GEMS	Grant Electronic Management System
Grant	Federal fiscal funding awarded by CA OTS to a local or state government entity to address a specific behavioral highway safety issue
Grantee	Recipient of OTS Funding.
Grant Agreement	Binding document between CA OTS and a local or state government entity outlining the terms and conditions, and programmatic and financial responsibilities of receiving federal highway safety grant funds
Grant Claim Invoice	Expenditures incurred in support of approved grant activities that a grantee may submit for reimbursement (Form OTS-39)
Grants Made Easy	CA-OTS supplied templates (GMEs) designed to facilitate ease of preparing and submitting a grant application
Grant Revision	A change to a grant agreement that is necessary to enhance its operational efficiency (Form OTS-37)
Grant Performance Review	Grantee Performance Review (GPR), either by telephone or onsite, conducted at least once during the grant period for specified grants
HSP	Highway Safety Plan, outlines the state's annual expenditure of federal highway safety grant funds for priority behavioral safety programs during the current federal fiscal year (October 1 –September 30)
HVE Grant	High Visibility Enforcement, a grant awarded to a law enforcement agency to target a specific traffic safety issue such as speeding or impaired driving; highly visible enforcement is coupled with a publicity strategy designed to educate the public and promote voluntary compliance with the law
LEL	Law Enforcement Liaison, provides law enforcement expertise to CA OTS and its grantees for enforcement grant site selection, appropriate grant strategies and countermeasures, and grant development as well as conducts for local, county, and state law enforcement officials, CA OTS, and the Regional Office of the National Highway Traffic Safety Administration

NHTSA	National Highway Traffic Safety Administration, the federal agency responsible for administering the national highway traffic safety grant program funded by federal legislation
Non-Profit	A non-governmental entity registered as a 501 c (3) with the California Secretary of State
OP	Occupant Protection, seat belt and child safety seat programs
Other Direct Costs	Any grant item or service costing less than $5,000
OTS Rankings	Office of Traffic Safety Rankings, developed using the Empirical Bayesian Ranking Method to enable a city to compare its traffic safety statistics to similar sized cities.
Paid Media	Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee.
PSA	Public Service Announcement, public interest messages designed to, raise awareness and change public attitudes and behavior towards a social issue. May be disseminated by the media for free or a fee (paid media).
PAR	Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs
Performance Measures	The goals and objectives that describe what the grantee will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals.
PI&E	Public Education & Information, which includes educational and promotional materials and advertising and public relations activities
Pre-Operational Review	A meeting held during the first 90 days after the start of a CA OTS grant to review the grant program manual and grant requirements
Program coordinator	CA OTS staff member responsible for the effective administration of grants and statewide highway safety programs.
Grant Director	Individual within a local or state governmental entity responsible for establishing and maintaining procedures to ensure effective administration of OTS approved grant
PSA	Public Service Announcement, public interest messages disseminated by the media free of charge to raise awareness and change public attitudes and behavior towards a social issue.
QPR	Quarterly Performance Report, prepared by the grantee describing tasks, activities and equipment purchases that at were made in support of the goals and objectives in the grant (Form OTS-88 and Schedule C)
SD/SO	Sheriff's Department/Sheriff's Office
SFST	Standard Field Sobriety Test, composed of the three field sobriety tests law enforcement officials use to detect impaired drivers
Sole Source	Purchases or contracts awarded through a non-competitive process
STEP	Selective Traffic Enforcement Program, intensive enforcement of a specific traffic safety law with extensive communication, education, and outreach informing the public about the enforcement activity
Subrecipient	Local or state government entity receiving a highway safety grant from CA OTS
Supplanting	Reduction in funds for an activity or expenditure specifically because federal funds are available or expected to be available to fund that same activity

Source Documentation	Any documentation required by OTS and/or NHTSA to support grant activities
SWITRS	Statewide Integrated Traffic Records System, database used by CHP and other law enforcement agencies to capture and review crash data by jurisdiction, location, and other criteria
Time Sheet	Approved documentation detailing work hours performed by an employee on behalf of his/her employer during a set time period (i.e., weekly, bi-weekly, overtime)
TIMS	Transportation Mapping System
Title VI Assessment	Form completed by the grantee to ensure compliance with federal statutes and regulations relating to non-discrimination
TSRP	Traffic Safety Prosecutor Program
TR	Traffic Records
Vertical Prosecution	A method that provides for the assignment of a prosecutor to a case from the initial point of referral to the completion of the resolution resulting in continuity and improved prosecution success.

Highway Safety Program

The Office of Traffic Safety (OTS), headquartered in Elk Grove, is California's lead traffic safety organization. Located within the California State Transportation Agency (CalSTA), the OTS is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact safety on the road.

California's goal is "Toward Zero Deaths, every 1 counts," with a vision of eliminating traffic fatalities altogether by 2030. The California Office of Traffic Safety (OTS) is a key partner in this effort. The mission of OTS is to effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries and economic losses.

The goal of the annual program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county and local level. The OTS cannot directly fund a 501c (3) non-profit organization; however, these entities are eligible for funding through a "host" government agency (subrecipient) as a contractor.

Development of the State Highway Safety Plan

Problem Identification & Program Areas

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The OTS reviews local, county and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses collision rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

This information is also used to develop the annual Highway Safety Plan (HSP), which details the extent of California's crash problem and how federal highway safety dollars will be distributed into priority behavioral safety programs during the federal fiscal year (October 1 – September 30). The National Highway Traffic Safety Administration (NHTSA) has identified priority areas, which the agency determines to be effective in reducing motor vehicle crashes, injuries, and fatalities. California's HSP addresses NHTSA's priority program areas and others including the following:

Alcohol and Drug Impaired Driving
Distracted Driving
Emergency Medical Services (crash-related)
Motorcycle Safety
Occupant Protection
Pedestrian and Bicycle Safety
Police Traffic Services
Public Relations, Advertising, and Marketing Program
Traffic Records

The HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program reduction goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures. The feasibility of and success in achieving these targets is assessed by monitoring long-term (nine to 11 years) and short-term (five years) trends.

Project Development

The annual project selection process begins by notifying state and local government subdivisions (i.e., law enforcement agencies, public health and fire departments, driving under the influence [DUI] courts, district attorneys, colleges and universities, school districts, public emergency services providers) in December that application forms and instructions for applying for traffic safety grants for the next federal fiscal year (October 1-September 30) are available on the OTS website. Additionally, the OTS staff reviews crash data and encourages the appropriate law enforcement and public health agencies to apply for this grant funding opportunity. Regional grant writing workshops may be facilitated by the OTS staff in November and December to generate interest in a particular program area and/or to address questions about the grant application process. All grant applications are due January 30. The table below details the grant application process timeline.

Month	Activity
October	OTS announces upcoming grant application period
Nov-Dec.	OTS conducts grant workshops
January	Review multi-year grant performance
January 30	Deadline to submit grant applications to OTS
Feb-April	OTS reviews and ranks grant applications
April	OTS submits grants to CalSTA for approval
May	OTS notifies grantees of grant application status OTS holds pre-HSP meeting with NHTSA
June-August	OTS holds pre-funding meetings with grantees (as needed) OTS develops grant agreements OTS sends grant agreements to grantees for review & signatures
July	OTS submits HSP to NHTSA
September	Signed grant agreements due at OTS
September 30	End of federal fiscal year
October	Grant year begins
Oct-Nov.	OTS holds pre-operation meetings with grantees

Grant Eligibility

Before applying for a grant, all potential applicants should review the following chart to ensure they meet eligibility requirements:

Are You Eligible for an OTS Grant?

The first step in obtaining grant funding is to determine if the project you want to fund is eligible for Federal Funds administered by the Office of Traffic Safety. Please review the information below before applying to see if your Agency and Program meet the funding criteria.

Program Areas

- Alcohol Impaired Driving
- Distracted Driving
- Drug Impaired Driving
- Emergency Medical Services (crash related)
- Motorcycle Safety
- Occupant Protection
- Older Driver
- Pedestrian Safety/Bicycle Safety
- Police Traffic Services
- Traffic Records/Roadway Safety

(1) Will you use the funds for one of the program areas listed in the box on the left?

N → If you answer "NO" to any of these questions, it is unlikely your project qualifies for traffic safety funding.

YES ↓

(2) Can your organization pay project expenses, and then wait 90 days to be reimbursed?

N → Project expenses are reimbursed after the grantee pays for them. Funds are intended as "seed money" to start new programs.

YES ↓

(3) Is your organization a public entity? Have you cleared the Single Audit? Do you have a DUNS #?

N → If you are a 501 c (3) non-profit organization, you will need a public entity as your grant host. Please contact our office for more information.

YES ↓

(4) Are you able to provide Traffic Safety Data that demonstrates how your program will save lives on our roadways and be able to

N → If you are still unsure whether your project meets the criteria, you may contact our office for assistance at (916) 509-3030 or go to www.ots.ca.gov to start your application.

As the chart indicates, the OTS cannot directly fund a 501 non-profit organization; however, a non-profit that is registered with the California Secretary of State is eligible for funding through a "host" government agency (subrecipient) as a "contractor." The host agency should include funding for the "contractor" under contractual services in its grant application. If the contractor will receive more than $150,000 in grant funds, the host agency should conduct a pre-award review. (For more information, refer to *Non-Profits* in the *Grant Requirements* section found on page 20 in this manual.)

Grant Types & Application Process/Review

Two types of grants are available – **General** grants and **Grants Made Easy** (GME). A qualifying government agency determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) and the OTS rankings for California cities and counties. The rankings, which are developed using the Empirical Bayesian Ranking or EB Method, factor in not only population and daily vehicle miles traveled, but also crash records and trends. This results in a single, more accurate ranking. Rankings are available addressing fatalities and injuries; alcohol; motorcyclists; pedestrians; bicyclists; speed-related, hit and run, and nighttime collisions; composite; and DUI arrests.

A government agency should apply for a General grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. Unlike a GME, which includes pre-determined goals, objectives and activities by focus area (i.e., Selective Traffic Enforcement, Probation, Vertical Prosecution, EMS, Pedestrian and Bicycle Safety, and Occupant Protection), a General grant may be customized. Both grant types, however, require the applicant to provide a detailed problem statement supported by data that thoroughly documents the problem. Additionally, the agency must also describe how it will work to solve the problem (strategies), what resources it will leverage to implement the intervention as well as manage the grant (agency qualifications), and a plan for reducing reliance on federal grant funding in the future (sustainability).

Both grants also call for goals and objectives (as indicated previously these are pre-determined for GMEs) that are specific, measurable, action-oriented, realistic, and time-framed (SMART). General and GME grants also outline media, data collection and reporting, evaluation, and administrative support requirements. The application must include a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment ($5,000 or more per unit), and direct and indirect costs – and individual line items. While not required, it is strongly recommended that the grant application include a letter(s) of support from the governing body (i.e., Board of Supervisors, City Council).

Grant Application Process & Review

Grant applications must be submitted through the Grant Electronic Management System (GEMS) by January 30, 2018.

Once the grant application period has closed, each proposal goes through an evaluation process. The application is assigned to an OTS program coordinator who reviews the application to determine if it:

- will contribute to the California Traffic Safety Program;
- is compatible with NHTSA and OTS grant funding policies;
- falls under the OTS' funding priorities, includes best practices and is a Strategic Highway Safety Plan priority;

- addresses a serious problem that's supported through comprehensive crash data analysis;
- is reasonable and proportional (strategy, time frame, budget) to the identified problem; and
- is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Risk Assessment

The OTS is also required by NHTSA to evaluate and document the risk for each entity applying for federal grant funds prior to making an award. The OTS will assess the applicant's risk of noncompliance with federal statutes, regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may as a condition of awarding grant funds, impose specific terms or conditions. This information will be used to determine the appropriate level of monitoring if a grant is awarded.

Following this in-depth assessment, the application is then reviewed by the OTS program coordinator and Assistant Director of Operations (ADO), at which time revisions may be identified. The final meeting to determine OTS funding approval involves the program coordinator, ADO, Chief Deputy, and Director. The OTS then forwards its application funding recommendations to the California State Transportation Agency (CalSTA) for final approval. All approved grants are included in the annual HSP, which is submitted on or before July 1 to NHTSA for review and approval.

Grant Agreement & Pre-Operations Meeting

Following CalSTA review and approval of the OTS' funding recommendation, OTS will notify the government agencies via email (of the status of their application.)

Grant Agreement

The OTS works with the subrecipient to prepare the grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The grant agreement consists of the following documents:

> *Traffic Safety Grant Agreement page 1*, which summarizes the terms of the contract between the subrecipient and OTS. The page includes the grant title; name of the applicant agency; agency unit handling the grant; grant period and description; the amount of federal funds allocated; approval signatures of the grant director, authorizing official of the applicant agency and fiscal or accounting official; the office authorized to receive payments; and the agency's DUNS number.
>
> *Page 2* includes a budget funding data and OTS approval signatures.
>
> *The Grant Description Schedule A* outlines the grant's purpose (supported by data), activities (i.e., strategies, tasks, reporting, evaluation method) and performance measures (goals and objectives), along with an administrative support statement from the appropriate governing body or official (i.e., city council, board of supervisors, county executive, city manager). All of this information is taken directly from the original grant application and agency support letters.

Detailed Budget Estimate Schedule B, covers the entire one-year grant period (two years on an exception basis) beginning October 1 and ending September 30. Costs are divided into six categories which the government agency should provide as applicable to its grant (for more information on allowable costs, refer to Financial Management in the Subrecipient Responsibilities & Procedures section on page 21 in this manual.):

- Personnel Costs – Includes all classifications applicable to the grant, the monthly or hourly salary rate (based on the method of compensation for that classification) and percentage applicable to the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases or merit increases are estimated and included. Benefits are included personnel costs.

- Travel Expense – Includes the estimated cost of grant-related travel costs (transportation and per diem) segregated by in-state and out-of-state travel, using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources (CalHR). For rates consult the CalHR website.

- Contractual Services – Describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles (i.e., "CPS Training," "Evaluation Services," "Public Awareness Campaign") rather than firm, agency or individual names.

- Equipment – Includes the estimated cost of each equipment item that costs $5,000 per unit or more and has a useful life of more than one year. The total cost of equipment (without discounts) includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation.

- Other Direct Costs – Details the estimated cost of any other direct grant expenses not covered under the previous categories including services not requiring contractual agreements and minor equipment such as office supplies, printing, educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as "Allocated Office Supplies" or "Communication Allocation." Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.)

- Indirect Cost – Details costs incurred for common or joint purposes (i.e., phone, supplies, administrative salaries) that are not a direct grant cost. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. (For more information on indirect costs, refer to *Financial Management* in the *Subrecipient Responsibilities & Procedures* section on page 21 in this manual.)

Budget Narrative Schedule B-1, which provides line item descriptions, in the same order as the costs detailed in the budget estimate (Schedule B), and their relationship to the grant. The narrative addresses the following:

- Personnel Costs – Explains grant-related activities and/or responsibilities for each position and provides itemized employee rates and benefits. (Since actual benefit costs differ for regular and overtime salaries, both rates are identified and itemized in their own benefit box.)

  Federal guidelines prohibit using Federal grant funds to pay for routine and/or existing state or local expenditures or for general expenses required to carry out the overall responsibilities of state, local or federally-recognized Indian tribal governments. This practice is known as **supplanting**. If a grant includes funding for full-time personnel, OTS requires that the subrecipient include the following statement:

  > *Personnel assigned to the grant are conducting a new traffic safety program not previously funded with city, county or state funding, or were previously in a grant-funded position.*

- Travel Expenses – Details the travel necessary to complete grant objectives including conferences, seminars, training and/or out-of-state trips and corresponding costs using the subrecipient's established travel policies and reimbursement rates. If no policy exists, it is noted in the narrative. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources. For rates consult the CalHR website.

- Contractual Services – Includes a brief description of the services provided by each contract identified in the budget estimate and how they relate to the grant objectives. Each contract must have its own sub-budget with detail (Schedule B and B-1). For more information on contractual services, refer to *Contractual Services* in the *Grants Requirement* section on page 16 and *Financial Management* in *the Subrecipient Responsibilities & Procedures* section on page 21i n this manual.

- Equipment – Includes a brief description of the item(s) identified in the budget estimate, how it (they) will be used and if costs include any attachments, accessories, auxiliary apparatus, installation, or modification. Equipment brand names are not used.

- Other Direct Costs – Provides a brief description for each line item in the budget estimate by expense type, indicating how they support the grant goals and objectives. (For more information on direct allowable costs, refer to *Financial Management* in the *Subrecipient Responsibilities & Procedures* section on page 21 in this manual.)

- Indirect Cost – Provides a brief description of how costs will be calculated (i.e., salaries, salaries and benefits). (For more information on indirect cost, *refer to Financial Management* in the *Subrecipient Responsibilities & Procedures* section on page 21 in this manual.)

Certifications & Assurances, which document the federal terms, assurances and certifications that apply to the agreement between the OTS and the subrecipient. These may be reviewed in *Appendix A* on page 37 in this manual.

Final Grant Agreement-(Being updated for Grants Management System)
Once the grant agreement is finalized, the OTS e-mails a copy to the subrecipient's grant director. The Grant Director will also receive a copy of a delegated authorization sheet to designate individuals who can represent the agency for grant activities. The Grant Director will sign the grant and the designation form and mail the original copy to OTS. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process. If original OTS signatures are required on the grant agreement, they can only be provided if the subrecipient requests them in advance of agreement approval. If multiple copies are required, the subrecipient's authorized representatives must sign all copies. Once the agreement is returned to the OTS, all copies are signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded on GEMS.

The signatures of the authorized representatives indicate that the subrecipient agrees to comply with the requirements outlined in the grant agreement. The subrecipient may not proceed with any expenditure associated with the grant until the grant director receives notification from the OTS. At that time, the subrecipient will also receive the fully executed and signed agreement from the OTS, which shows an effective date on the signature page as well as a grant ending date.

Pre-Operational Review
The OTS conducts a **pre-operational review** with all subrecipients within the first 90 days (between October and December) after the grant period begins. The review is conducted either by phone or in-person with the OTS program coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS Grant Agreement, the individual(s) responsible for administering the grant should attend the meeting. The grant director and fiscal director are strongly encouraged to participate in the pre-operational review, if available. The OTS program coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. At the conclusion of the meeting, the Pre-Operational Review, which lists all who were in attendance, what was discussed and any other pertinent information, is completed in GEMS. If the review is conducted by telephone, that is noted in GEMS.

Grant Requirements

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's grant director.

Once a grant has been awarded and becomes effective, the OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

Federal & State Regulations Governing OTS Grants

The Office of Management and Budget (OMB) 2 CFR Part 200, Uniform Guidance for Federal Awards, is the federal administrative regulation under which OTS grants operate. It is known as the Common Rule. Agencies receiving highway safety funds must adhere to these requirements. The OTS is as restrictive as the requirements of 2 CFR Part 200 and 1201 (implementing regulations). However, in some cases, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include subrecipient information. (Refer to *Appendix B* on page 44 of this manual for general terms and conditions.)

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations outlined in 2 CFR Part 225 (for state, local or tribal government), 2CFR Parts 215 and 220 (for educational institutions) and 2 CFR Part 230 (for private non-profit organizations other than higher education institutions or hospitals). When evaluating reasonable cost, subrecipients should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government agency?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed (i.e., sound business practices, arm's length bargaining)?
- Did the person act prudently and responsibly in expending public funds?
- Did the subrecipient adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner consistent with the standards of 2 CFR Part 200. Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor subrecipients to ensure compliance with applicable federal requirements and cost principles. (For more information, refer to the *Monitoring* section on page 33 in this manual and *Audit* information provided below.)

Audits

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded by the U.S. Department of Transportation/NHTSA and recorded in the catalog of Federal Domestic Assistance (CFDA). If a subrecipient or its parent agency expends over $750,000 in federal funds from any source, a single audit procedure (A-133) is required by the Single Audit Act for State and Local Agencies, 1996 Amendments, Public Law 104-156. 2 CFR Part 200, Audit Subpart F describes the audit requirements. All agencies meeting this threshold, must submit a copy of their completed audit to the California State Controller's Office.

State highway safety offices are required to review the Federal Agency Clearinghouse for existing audits submitted by entities meeting the $750,000 threshold. Annually in July, all proposed and current subrecipients that have not met the federal single audit requirement receive a letter from the OTS requesting resolution. If a subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the OTS may administer the following sanctions: withhold a percentage of the grant award, withhold or disallow overhead cost, suspend the grant until the audit is conducted or an exemption certification is submitted, or terminate the grant.

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations (OSAE) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight. (For more information, refer to the *Monitoring* section of on page 33 in this manual.)

Federal Funding Accountability & Transparency Act

Passed by Congress in 2006, the Federal Funding Accountability and Transparency Act (FFATA) requires subrecipients to report each action (sub-award and executive compensation) that obligates $25,000 or more in federal funds during the grant year. The subrecipient is exempt from this requirement if, during the previous year, its gross income from all sources was less than $300,000.

Procurement Standards (Competitive & Sole Source)

A subrecipient of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with non-federal funds provided they conform to applicable federal laws and standards outlined in 2 CFR Part 200 and 1201. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the California State Administrative Manual and State Contracting Manual. Three competitive bids should be secured for each purchase or service.

Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the subrecipient's procurement and contracting directives addressing non-competitive procurement and contracting. All waivers must follow state guidelines as outlined in 2 CFR Part 200.318.32b.

Buy America Act

Chapter 4 of U.S.C. 313 prohibits states and their subrecipients from using highway grant funds to purchase products over $5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

Contractual Services

Subrecipients may use consultants and contractors, secured through competitive bid or proposal as previously described in the Procurement Standards in this manual, to achieve the goals and objectives outlined in a federal funded highway safety grant. However, the subrecipient may not enter into a contract until the grant agreement is signed and authorized by the OTS. The subrecipient is responsible for verifying contractor eligibility by checking the national List of Parties Excluded from Federal Procurement and Non-Procurement Programs list available at or adding a self-certification clause or condition to the contract.

The subrecipient is responsible for managing all contracts issued using OTS grant funds including:

- Ensuring the contractor complies with all contract provisions.
- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended subsequent to any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met. (For more information, refer to *Personnel Source Documentation* in the *Direct Allowable Cost & Source Documents* section on page 23 in this manual.)

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the contractor. The subrecipient is responsible for monitoring the activities of the contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The subrecipient, not the OTS or the State, is responsible for paying its contractors.

The subrecipient is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The subrecipient is as fully responsible to the OTS and the State for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the subrecipient, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

Non-Profits

Contractual agreements with 501c(3) non-profit organizations ("contractors") registered with the California Secretary of State are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than $150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit is able to perform in accordance with the terms, conditions and specifications in the contract and all applicable state and federal requirements. The review should determine:

- the propriety of the amounts in the cost proposal;
- the ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract; and
- that the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

Traffic Enforcement Agencies

A subrecipient's full-time traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to grant supported enforcement tasks unless a crime is committed in the officer's presence, the officer is responding to a distress call or all available enforcement personnel are responding to a riot. Nothing in the grant agreement (i.e., goals, objectives) should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.

Institutions of Higher Education

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in Appendix B.

Limitation of Liability

The subrecipient is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a subrecipient's claim. The subrecipient expressly acknowledges that their responsibility including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS' nonpayment of claims. The subrecipient will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses.

The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. Government subsequent to the execution of the grant agreement.

Subrecipient Responsibilities & Procedures

When a government agency accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The government agency designated Grantee Authorizing Official will be notified in writing of any changes via email and/or mail.

Authorizing Official

Has contract binding authority. The Grantee Authorizing Official will submit a GEMS User Authority form (OTS 55) All individuals listed on this form will be authorized to sign documents on behalf of their organization and will be able to log INTO GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.

Change Authorized Officials or Delegation

The authorizing official on Page 1 of the subrecipient's grant agreement may submit a letter to the OTS requesting **delegation and/or signature authority for another employee** along with a sample of the employee's signature. The OTS keeps both the letter and signature sample on file.
*Process subject to GEMS process updates

Financial Management

The subrecipient must have adequate and appropriate **internal controls** in place for every OTS grant that assures that awards are managed in compliance with state and federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all **financial records** pertaining to a grant be stored in a **grant file** (hard copy, electronic or both) maintained by the subrecipient's fiscal official or grant director. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards and authorization, obligations, unobligated balances, assets, liabilities, outlays, and, if applicable, income. It should also include a copy of the subrecipient's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the subrecipient is subject to the state's purchasing guidelines.

Subrecipients must maintain **records** that sufficiently detail the **procurement history** for all purchases. At minimum these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include: justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience, etc., and a detailed cost analysis.

The subrecipient must retain all **source documents** and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant

expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings. (For more information, refer to *Audits* section found on page 18, and the *Monitoring* section on page 33 in this manual.)

Fraud Prevention

A subrecipient must have strong **training programs** in place that address policies, procedures and controls, with a particular emphasis on **fraud prevention**. Effectively supervising and monitoring employees working grant overtime is critical. Examples of fraud include but are not limited to: falsified time sheets, grant applications, quarterly performance and final reports, contracts, or competitive bids; expenditure reports that falsely indicate federal funds have been expended; reporting activities, citations or arrests that did not occur; embezzlement; bribery; extortion (acting under color of official right); obstruction of justice; and destruction of records.

If a subrecipient determines there is fraud and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and forwarded to the OTS program coordinator. The OTS program coordinator will notify the OTS Director, who in turn, is required to report any fraud or conflict of interest associated with a federal highway safety grant to NHTSA.

Safeguarding Personal Information

A subrecipient must take reasonable measures to safeguard protected, personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

Direct Allowable Costs & Source Documents

OTS uses the cost principles outlined in 2 CFR 225 and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. A subrecipient is required to adhere to these same requirements when administering grant funds. *(*For more information, refer to *Federal & State Regulations Governing OTS Grants* in the *Grants Requirement* section on page 17 in this manual).

A subrecipient is responsible for determining whether a cost for a specific service, function or item (i.e., supply, equipment) is a **direct cost**, **direct allocation** (costs such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the grant can be directly measured) or allowable direct cost on page 26 in this manual. (costs incurred for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant). For federal highway safety funded grants provided by OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment, and other direct costs (i.e., office supplies, educational materials). For a complete list of allowable costs for federal grant funded programs, consult NHTSA Highway Safety Grants Funding Guidance, Part II, B and Appendix A, Part II.

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a subrecipient has adequate source documentation are provided under each direct cost category below:

Personnel

Personnel costs include only direct compensation for salaries and fringe benefits of subrecipient employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, salaries, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements. **Reimbursement of individual salaries that result in a salary savings to the subrecipient is NOT allowed. The cost of the employee's salary while pursuing training or the salary of the individual's replacement is allowable only if the salary is already supported by a grant.**

Grant funds may also be used for employee fringe benefits for authorized absences such as annual leave and sick, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equally to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

Source Documentation

If an employee of a subrecipient or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, his/her time distribution to the federally funded grant must be supported by an after-the-fact Personnel Activity Report (PAR). This requirement also applies to employees of non-profits and institutions of higher education.

A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds. A PAR must:

- reflect the employee's after-the-fact distribution of time by program/federal fund;
- account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not;
- be prepared at least monthly and coincide with one or more pay periods; and
- be signed by the employee and his/her supervisor.

A digital signature and/or online PAR is acceptable provided the subrecipient or contractor can demonstrate and document that the actions detailed on the PAR were performed by the employee..

An employee of a subrecipient or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the subrecipient may choose to have the employee complete the Employee Time Certification form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who has firsthand knowledge of the worked performed by the employee.

Travel

Allowable travel expenses incurred by personnel identified in the grant budget include transportation, food and lodging that meet the subrecipient's documented travel policies. If the subrecipient's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state rate unless written justification is submitted and approved by the OTS. If the subrecipient does not have documented travel policies, state travel policies apply (meals, travel). Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in Schedule B and B-1 of the grant agreement.

Expenses associated with attending meetings and conference, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, facility rental, and other incidental costs.

Source Documentation

Travel expenses must be supported by properly prepared employee expense reimbursement claims and include itemized receipts. Conference or seminar expenses must be supported by an event agenda. For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information. For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

Contractual Services

This applies to any professional services and associated costs necessary to complete the grant objectives not available through the subrecipient requiring contractual agreements that are entered into in accordance with the subrecipient's normal procedures.

Source Documentation

Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement. Payments must be supported by itemized invoices and made in accordance with the terms of the agreement. The subrecipient must maintain records that sufficiently document the procurement process associated with the contract.

Equipment

Equipment is any non-expendable, tangible personal property costing $5,000 or more with a useful life of at least one year that is required to carry out grant activities (i.e., motorcycles, radar trailers, some extrication equipment). The total cost includes modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts). All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the Buy America Act, which can be found on page 19 of this manual. Additional guidance is available from the subrecipient's OTS program coordinator.

The subrecipient must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using OTS funds that at minimum include:

- adequate controls for safeguarding against loss, damage or theft;
- provisions for replacement due to circumstances other than normal wear and tear;
- maintenance procedures to ensure good working condition; and
- complete records (detailed below).

For information on equipment monitoring, refer to the *Monitoring* section on page 32 in this manual. Equipment disposition is discussed in *Grant Close Out* on page 32 in this manual.

Source Documentation

At the time of purchase, equipment must be reported to the OTS using the Equipment Reporting Form. The OTS uses this form for monitoring purposes, but it should not be used by the subrecipient as a substitute for appropriate equipment control records which should include the following information:

- description of the item with serial or identification numbers;
- acquisition date and total cost including federal share;
- source and title holder;
- location, condition and how it is used; and
- disposition data including date of disposal and sale price.

Other Direct Costs

This includes any other **supplies** or **services** (i.e., educational materials, office supplies, child safety seats) of a non-contractual nature with an acquisition cost of less than $5,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval. However, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value to the OTS.

The cost of the item or service, which would not otherwise be allowable using the subrecipient's general funds, may not be purchased with federal grant funds. Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility.

Grant funds may be used for the **development of new training curricula and/or materials** that do not duplicate materials already developed for similar purposes by U.S. DOT, NHTSA, the Federal Highway Administration or the State of California.

Using grant funds for **cash prizes, gift certificates and scholarships** is allowed only with the OTS approval. A written request must be submitted to the OTS regional coordinator detailing why the expenditure is warranted.

The subrecipient should contact its OTS program coordinator for guidance on allowable supplies and services, and refer to the Public Information & Education Section of this manual, found on page 34, for information concerning the inclusion of logos on materials. All items purchased with grant funds, over $5,000, must comply with the Buy America Act, found on page 19.

Source Documentation
All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The subrecipient should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

Allowable Indirect Costs
Allowable indirect cost rates are reimbursed as defined in 2 CFR Part 225, Appendix E. Indirect costs are those costs incurred for common or joint purposes (i.e., telephone, administrative services, depreciation, facility and equipment maintenance) and not assigned to a highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas (OTS grant and non-grant related).

Beginning with the 2016 federal fiscal year, a non-profit that does not have an approved indirect cost rate, may elect to charge a de minims rate of 10% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in Appendix IV of 2 CFR Part 200, Indirect Costs Identification and Assignment and Rate Determination for Non-Profit Organizations.

A subrecipient that does not already have an approved federally-recognized indirect cost rate negotiated with the Federal government must negotiate a rate with the OTS as outlined in 2 CFR 200.331(a)(4). Once the indirect rate is negotiated, it must be accepted by all federal agencies (i.e., NHTSA, FHWA) as outlined in 2 CFR 200.414(c)(1).

Source documentation (i.e., a subrecipient's federally approved indirect cost rate letter) must be available to support an indirect cost rate authorized by the federal government. If the subrecipient's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

Unallowable Costs for Selected Items
The following is a list of selected costs that are ineligible for reimbursement under the Highway Traffic Safety Program. A subrecipient should contact its OTS program director for guidance regarding the other costs not discussed previously or below in this manual.

Construction & Facilities

- Highway construction, maintenance and/or design.
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads.
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles.
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land

- Purchase of office furnishings and fixtures such as but not limited to: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies/hardware, fixed lighting, lamp.

Equipment
Traffic signal preemption systems

Training
Cost of individual's salary while pursuing training or the salary of the individual's replacement, unless salary is already grant supported.

Program Administration
- Supplanting, which includes the use of funds for routine and/or existing governmental expenditures or activities that constitute general expenses required to carry out overall responsibilities of a government entity.
- Promotional items (i.e., key chains, pencils, mugs)
- Coffee, bottled water or any other beverages, candy, donuts, snacks or any other items.
- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement
- Cost of overnight or courier mail service
- Contributions and donations, including cash, property and services to others regardless of the recipient
- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

Grant Revisions
A subrecipient may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line (including moving funds between line items and/or cost categories), a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

An authorized grant official (i.e., grant director, fiscal official) must email or mail to its OTS regional coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the subrecipient is encouraged to contact its OTS regional coordinator to discuss any proposed grant revision.

Once a revision request is received, the OTS carefully reviews it taking into consideration the subrecipient's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The subrecipient should allow sufficient time for the review process (which may also require NHTSA approval), keeping in mind that no grant funds may be expended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement.

Claims Preparation & Reimbursement

Claim Preparation

To request reimbursement of an approved grant expenditure, the subrecipient must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter as follows:

Quarter	Time Period	Due Date
First	October –December	January 30
Second	January – March	April 30
Third	April – June	July 30
Fourth	July – September	October 30

An invoice showing "zero net" must be submitted even if no expenses were incurred during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide Quarterly Performance Reports for two or more quarters. (For more information, refer to the *Grant Reports* section, *Quarterly Performance Reports* (QPR) on page 31 in this manual.)

The grant claim invoice should be prepared using the subrecipient's accounting records and include only costs incurred during that time period. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the subrecipient's accounting system.

When completing the Grant Claim Invoice, note the following:

- The agency (Subrecipient) information tab is completed by the OTS project coordinator.
- Costs fields will auto-populate when amounts are entered on pages 2 and 3.
- Type the name and title of the grant director, authorizing official or fiscal official as listed on the grant agreement.
- Ensure the typed name matches the signature, even if the signature is of a delegated official on file with the OTS.
- Type the name and contact information of the person preparing the claim.
- Do not use White Out or corrective tape.
- Do not round-off numbers.

For Personnel Costs, enter the claimed salary and/or overtime costs, if applicable. Source documentation is maintained by the subrecipient in the event of an audit or the Quarterly Performance Review (For more information, refer to *Subrecipient Performance Review* on page 33 in the Grant Report Section of this manual.)

For Fringe Benefits, enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans, and are distributed equitably to the grant and all other activities.

For Travel Costs, enter the pertinent travel information and claimed costs, if applicable. Attach source documentation organized by in-state and out-of-state travel and for each individual(s) and trip or training. For each individual trip or training, staple all source documents together and clearly label each with the traveler's name and trip or training.

For Contractual Services, enter the claimed contractual services amount by line item on form OTS-39, if applicable. Complete a Contractual Services Summary Sheet (form OTS-39a) for each contractor and staple the invoice(s) clearly labeled with the name of the line item(s) to the sheet.

For Equipment, enter the claimed amount, if applicable, and attach the invoice(s) and Equipment Report (form OTS-25). If sales tax is not included on the invoice, provide a statement that includes the following: "charge is for California Sales Tax that will be paid to the Board of Equalization (BOE)," amount of sales tax for each item, and date tax will be paid to BOE. For each line item, staple all source documents together and clearly label each with the line item name.

For Other Direct Costs, enter the claimed line item amount, if applicable and attach invoices or receipts. For each line item, staple all source documents together and clearly label each with the name of the line item.

For Indirect Costs, the approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the subrecipient should have its indirect cost allocation approval letter on file.

The grant director and fiscal official must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and posted to the correct cost categories and line items. They should also check that all source documents are provided.

If a claim is submitted with undecipherable or missing source documents, the subrecipient will be notified and instructed to submit the missing information or re-submit the documents in question within three business days. If documents are not received by this deadline, the costs in question will be removed from the claim.

Grant Reports

Subrecipients must submit Quarterly Performance Reports (QPR). The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the subrecipient may be experiencing. The information and data provided in the QPR is incorporated into the *Annual*

Performance Report that the OTS submits to NHTSA and the State Legislature. The quarterly data is pulled from the subrecipient's collision records.

The QPR must be completed by the subrecipient and sent to the OTS for receipt no later than 30 days following the end of the quarter on the following dates:

Quarter	Time Period	Due Date
First	October –December	January 30
Second	January – March	April 30
Third	April – June	July 30
Fourth	July – September	October 30

QPR due dates are the same regardless of when a grant starts within a quarter (i.e., grant start date is December 1 and first quarter QPR is due January 30). Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide QPRs for two or more quarters.

The OTS coordinator will provide the QPR and reporting guidelines at the pre-operational review meeting. The QPR should contain the following:

An **overview**, that includes a brief list of all activities (including significant media) and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.

All **equipment** (costing $5,000 or more) purchased during the grant period noting steps taken to accomplish the purchase and/or if it is still required (i.e., bid, purchase order or requisition, delivery, invoice received and/or paid, OTS-25 submitted) or a justification or reason if the purchase was delayed.

A **summary of completed grant objectives** including an explanation of what was not accomplished and/or plans for upcoming activities.

Documents illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant grant accomplishments and challenges, the number and type(s) of activities completed, type(s) of training conducted or received, and grant-funded purchases. List each goal and objective and indicate whether they were achieved and if not, provide an explanation.

Grant Close Out

Approximately 30 days prior to the grant end date, the OTS sends a close out e-mail to the authorizing official, fiscal officer, and grant director. This serves as a reminder of the grant end date and includes information to assist the grant director prepare the final QPR, evaluation and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs incurred up through the grant end date, must be sent to the OTS for receipt no later than 30 days following the grant end date.

At the end of or anytime during the grant, a subrecipient must notify the OTS of any **disposition of grant equipment,** unless the value has been certified to be under $5,000 and at the end of its useful life. The subrecipient must submit a letter or email requesting OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the subrecipient of the outcome.

Monitoring

Federal and state grant management rules require that the OTS staff maintain regular contact via telephone, email/written correspondence and on-site visits with subrecipients throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures. Grants administered by the OTS are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the subrecipient's personnel, complexity of the grant, contractual services with or without a non-profit agency, top 50 city, new subrecipient, indications of problems, previous SPR or audit findings, and/or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the subrecipient, but also ongoing outreach through desk monitoring and/or on-site visits.

The intent of this outreach is to develop a relationship with the subrecipient, address grant management-related questions, provide technical assistance, and identify and help address problems and/or concerns. Any documentation generated as a result of this contact is placed in the subrecipient's grant file.

Grant Performance Review

The OTS may conduct a Grant Performance Review (GPR) for a subrecipient with a total grant budget exceeding $250,000. For subrecipients with grant budgets between $100,000 and $250,000, the OTS may conduct the GPR by telephone or an onsite visit at least once during the grant period. The GPR is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS project coordinators are required to conduct a GPR after receipt of at least the first Quarterly Performance Report and a claim with expenditures.

An onsite review will be scheduled at least two weeks in advance, and the OTS regional coordinator will provide information to the subrecipient to help the staff prepare for the visit. During the visit, goals, objectives and tasks are reviewed to determine if the project is being implemented as outlined in the approved grant application. This review is also used to determine if the subrecipient is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the implementation and performance of the grant.

While conducting the GPR onsite or via phone, the OTS regional coordinator completes the Subrecipient Performance Review Monitoring Checklist noting any issues and the subrecipient's response. If, following the OTS review, there are fiscal follow-up action items, the subrecipient will be notified in writing and a corrective action plan will be requested. The OTS will track subrecipient's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be conducted by the California Department of Finance. (For more information, refer to *Audits* in the *Grant Requirement* section on page 18 in this manual.)

If any disallowed costs are identified during the GPR, the OTS will reduce the subrecipient's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the subrecipient for the amount of the disallowed cost.

DUI Checkpoint Monitoring Visits

The OTS monitors DUI Checkpoints to observe operations and provide operational and case law guidance and support, as needed. The visit also provides subrecipients the opportunity to discuss the feasibility of acquiring additional checkpoint equipment, supplies and training that will enhance checkpoint operations and management. Ten percent of all agencies receiving DUI checkpoint grant funds are selected for a monitoring visit with a focus on subrecipients who have not previously been visited and/or have a disproportionate number of DUI crashes. The OTS's long-term goal is to conduct a visit for every agency receiving OTS checkpoint funding.

Subrecipients selected for a monitoring visit will be notified by an OTS regional coordinator, or Law Enforcement Liaison (LEL), and asked to submit their checkpoint schedule containing the date, time and location of the planned operation to their respective LEL, as soon as it is available. Once the monitoring visit date is selected, the LEL will make every effort to give the subrecipient advance notice of the selected date. Once onsite, the LEL will meet with the checkpoint supervisor to review the operational plan and any other pertinent details. Any observed procedures and/or actions that are not consistent with OTS policy and current case law will be communicated to the supervising officer onsite. Additionally, the LEL will note if additional checkpoint equipment, supplies and/or training are needed.

Within thirty-days after the monitoring visit, the LEL summarizes what he/she observed and whether additional equipment, supplies and/or training are recommended in a written report reviewed with the OTS regional coordinator and ADO. If funding is available to acquire additional resources, the subrecipient will be notified in a timely fashion.

Equipment

A subrecipient must submit an Equipment Recertification Report (OTS-25a) to OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report (described earlier in this section), but also includes a description of the method used for determining current fair market value, whether the fair market value is more or less than $5,000, and that the equipment is being used for federally-sponsored activities. The report also certifies that the information provided is complete and accurate to the best of the subrecipient's knowledge, in compliance with 2 CFR Part 1201, and that the OTS will be contacted immediately after discovery of any grant equipment loss. A reminder letter will be sent to the grantee to ensure compliance.

Public Education & Information

Public Education and Information (PE&I) falls into two categories:

> Educational – materials that educates and informs an audience such as activity books, coloring books, brochures, and posters.
>
> Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and NHTSA does NOT allow grant funds to be used for this purpose.**

Subrecipients that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, subrecipients that use non-federal highway safety funds to produce PI&E materials must receive written from the OTS Public Information officer in order to use any OTS logo. Subrecipients should allow sufficient time for approval; they should contact their OTS regional coordinator for assistance. Subrecipients should also advise vendors that all materials used in production of public outreach materials paid for with grant funds are the property of the subrecipient and the OTS (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The OTS reserves the right to use materials developed by the subrecipient and/or contractor.

All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS (i.e., *Click it or Ticket*), and the following message:

> *This material was developed through a project funded by the California Office of Traffic Safety.*

Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement:

> *This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of OTS.*

Advertising & Public Relations

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the OTS Public Information Officer prior to dissemination even if the subscriber uses a pre-approved Grantee presss release templates available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates that the subrecipient has significantly modified. The subrecipient should email the draft press release to pio@ots.ca.gov at least two weeks in advance of the announcement or event and copy the appropriate OTS program coordinator.

A subrecipient must coordinate media and kick-off events with its OTS program coordinator.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required and costs must be displayed as a separate "paid media" line item in the grant budget. Additionally, federally-funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captions. A subrecipient should contact its OTS regional coordinator for more information on paid advertising.

Copyrights/Trademarks
The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.

- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

Withholding, Disallowance, Reduction, Termination and/or Denial of Grant Funds

The OTS program coordinator has the responsibility of recommending to the OTS Director the cancellation of any grant, which is not being implemented in accordance with applicable federal and state laws or the terms, certification and/or assurances in the signed grant agreement. Additionally, the OTS will withhold or disallow grant payments, reduce or terminate grant funds and/or deny future grant funding to any subrecipient that fails to comply with any term or condition of the grant agreement or program guidelines. This may include, but are not limited to, failure to submit acceptable and timely draft and final grant agreements, claims, quarterly reports and/or Schedule C; and failure to comply with the Single Audit Act requirement.

Should the OTS deem it necessary to reduce or terminate grant funds, the grant director will first receive a letter citing unacceptable grant discrepancies, required corrective action and the penalty for not rectifying the discrepancies by the specified deadline. If corrective action is not taken by the deadline specified in the letter, the state penalty will be imposed.

Payment for allowable costs up to the date of termination or reduction of grant funds will be subject to negotiation and availability of federal funds.

Termination Requested by the Subrecipient
Grant agreements may be rescinded upon written request by the subrecipient. The letter must be signed by one of the subrecipient's authorized representatives identified on page 1 of the grant agreement.

Disputes/Disagreements

Any dispute, disagreement or questions of fact concerning a grant should be handled with the OTS regional coordinator assigned to that grant in consultation with managerial staff. All final decisions will be put in writing and distributed to all concerned parties as well as maintained in the subrecipient's grant file. The subrecipient may then proceed with the performance of the grant in accordance with that decision.

If a subrecipient disagrees with a decision made by the OTS program coordinator, an appeal may be made to the OTS Director. The appeal must be made in writing within 30 days of the program coordinator's decision and sent to the OTS by certified mail. No legal action may be taken by the subrecipient without following these steps

Appendix A – Federal Certifications & Assurances

Appendix B – Terms & Condition

Appendix A
Federal Certifications & Assurances

Each fiscal year the State of California must sign these Certifications and Assurances that it complies with all requirements including applicable Federal statutes and regulations that are in effect during the grant period. (Requirements that also apply to subrecipients are noted under the applicable caption.) These Certifications and Assurances are submitted in the Highway Safety Plan in support of the State's application for Section 402 and Section 405 grants.

The Governor is the responsible official for the administration of the State highway safety program through 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))

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
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

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

The State will provide a drug-free workplace by:

- 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;
- Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace.
  - The grantee's policy of maintaining a drug-free workplace.
  - Any available drug counseling, rehabilitation, and employee assistance programs.
  - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 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).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - Abide by the terms of the statement.
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - Taking appropriate personnel action against such an employee, up to and including termination.
  - 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.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

BUY AMERICA ACT
(Applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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 Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,* as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. 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 "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. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics

on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at *www.nhtsa.dot.gov*. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at *www.trafficsafety.org*.

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 crashed caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Appendix B

General Terms & Conditions
State Certifications
(As referenced in the grant agreement)

Terms and conditions, when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which OTS grant funding reimbursement is requested. It is understood and agreed by the subrecipient that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual.

1. **Amendment**. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties. (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610). Grant agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM. All appropriate documentation required to request a grant revision must be submitted timely to Grantor.

2. **Antitrust Claims**. The subrecipient by signing this grant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the subrecipient shall comply with the requirements of the Government Code sections set out below.

    a. The Government Code chapter on antitrust claims contains the following definitions:

        (1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        (2) "Public purchasing body" means the state or the subdivision or agency making a public purchase. (Reference: GC § 4550)

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC 15 [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, Section 15, Suits by Persons Injured]) or under the Cartwright Act (Chapter 2) commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: GC §4552)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Reference: GC §4553)

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Reference: GC §4554)

3. **Approval**. This grant agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Subrecipient or contractor may not commence performance until such approval has been obtained. (Reference: California Department of General Services (DGS) Standard Agreement "General Terms and Conditions," form GTC610)

4. **Assignment**. This grant agreement is not assignable by the subrecipient, either in whole or in part, without the consent of the Office of Traffic Safety in the form of a formal written amendment. (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610)

5. **Audits and Access to Records**. Subrecipient agrees that the California Office of Traffic Safety, the National Highway Traffic Safety Administration, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Suprecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement. (Reference: GC § 8546.7, Public Contract Code (PCC) 10115 et seq., California Code of Regulations (CCR) Title 2, §1896).

Availability of Funds. Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's grant director.

Once a grant has been awarded and becomes effective, OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The

goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

OTS has the option to void the agreement under the thirty-day cancellation clause or to amend the contract to reflect any reduction in funds (Reference: SCM, Vol. I, 3.11.) Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on the grant budget.

6. **Byrd Anti-Lobbying Amendment (31 USC 1352).** Subrecipients who apply or bid for an award of $100,000 or more shall 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 USC 1352. Each tier shall 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 recipient.

7. **Contracts.** Subrecipients may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

   (1) Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this Agreement and in accordance with the OTS GPM.

   The subrecipient consultant and/or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and 2 CFR Part 200.

   CA OTS is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor/subrecipient agency expenditures incurred prior to final contract execution are taken at the risk of that contractor/subrecipient agency and will be considered unallowable if that agreement/contract is not executed.

   (2) Nothing contained in this grant agreement shall create any contractual relation between the State and any contractors, and no contract shall relieve the subrecipient of its responsibilities and obligations hereunder. Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the subrecipient. The subrecipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

8. **Child Support Compliance Act.** "For any grant agreement in excess of $100,000, the subrecipient acknowledges in accordance with Public Contract Code (PCC) § 7110, that:

    a. The subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department." (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610)

9. **Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.** Grants of amounts in excess of $100,000 shall contain a provision that requires the subrecipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compensation.** The consideration to be paid subrecipient, as provided herein, shall be in compensation for all of subrecipient's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610)

11. **Loss Leader.** If this grantee agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (PCC 10344(e)).

12. **Consultant/Contracts.**

    Competition: No subrecipient shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three competitive bids or proposals shall be secured for each consulting services contract. (Reference: PCC §§ 10372 and 10373)

    Contractor: Contractor, and the agents and employees of contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the state. (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610)

Progress schedule: Subrecipients entering into a contractual agreement for consultant services totaling five thousand dollars ($5,000) or more shall include detailed criteria and a mandatory progress schedule. (Reference: PCC § 10371)

Progress payments: Subrecipients may provide for progress payments to consultants/contractors for work performed or costs incurred in the performance of the contract. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: PCC § 10379)

13. **Contract Work Hours and Safety Standards Act (40 USC 327-333).** Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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 of transmission of intelligence.

14. **Convict/Forced Labor.** No foreign-made equipment, materials, or supplies furnished pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: PCC § 6108)

15. **Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c).** All grants and contracts in excess of $2,000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874), 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 sub recipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.

16. **Copyrights (41 CFR 105-71.134).** The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant or contract; and (b) Any rights of copyright to which a subrecipient or a contractor purchases ownership with grant support.

17. **Davis-Bacon Act, as amended (40 USC 276a to a-7).** When required by federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

18. **Disadvantaged Business Enterprise/Small Business Affirmative Steps.** Subrecipients and contractors will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 CFR Section 26.5, and labor surplus area firms are used when possible. Affirmative steps shall include:

    a. Placing qualified DBEs and small businesses on solicitation lists.

    b. Assuring that DBEs and small businesses are solicited whenever they are potential sources.

    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.

    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.

    e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. (Reference: 49 CFR 18)

19. **Disclosure Requirements**.

    a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the contract numbers and the dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report when the total cost for such work performed by non-employees of the agency exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be set forth in a separate section of each such document or written report.

b. When multiple documents or written reports are the subject or product of the contract, the total contract amount is deemed to represent the compensation for those multiple documents or written reports. (Reference: GC § 7550)

20. **Disputes**. Contractor shall continue with the responsibilities under this grant agreement during any dispute. (Reference: DGS Standard Agreements "General Terms and Conditions," form GTC610)

21. **Document Retention and Access.** The subrecipient certifies that it will comply with the retention and access requirements for records established by 49 CFR Part 18.42. The required records and documentation relating to the grant and/or sub-contract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 18.42. The OTS or their authorized representative shall have the right of access to any books, documents, papers, or other records of subrecipients or contractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

22. **Equipment**. Equipment acquired under this grant agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.21)

23. **Equal employment Opportunity.** All grant agreements shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor." (Reference: OMB Circular A-110, Appendix A reference applies to Clauses 31 through 37)

24. **Financial Management System**. The subrecipient or contractor, will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.

25. **Governing Law**. This contract is governed by and shall be interpreted in accordance with the laws of the State of California. (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610)

26. **Indemnification**. Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by contractor in the performance of this agreement. (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610). Institutes of Higher Education see #44.

27. **Intangible Property**.

a. The subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The California Office of Traffic Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

b. Subrecipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."

c. The federal government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

d. Freedom of Information Act

(1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 USC 552(A)(4)(a)).

(2) The following definitions apply for purposes of paragraph (d) of this section:

(i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

(ii) Published is defined as either when:

(A) Research findings are published in a peer-reviewed scientific of technical journal; or
(B) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(iii) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

e. Title to intangible property and debt instruments acquired under a grant or contract vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of OMB Circular A-110, paragraph 34(g).

(Reference: Office of Management and Budget (OMB) Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and OMB Circular A-102 Grants and Cooperative Agreements with State and Local Governments)

28. **Logos.** The OTS logo will appear on all promotional materials where appropriate and practical. Contact the appropriate OTS Coordinator for copies.

29. **Non-discrimination Clause.**

State requirements: During the performance of this grant agreement, subrecipient and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Subrecipient and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors shall

give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Subrecipients shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

Priority Hiring Considerations. For agreements in excess of $200,000, the subrecipient, in accordance with the California Public Contracting Code § 10353, shall consider filling vacancies in positions funded by the agreement to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a grant as defined in Section 10105. (Section 10105 defines a grant as ". . . the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b)."

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

a. Interfere with or create a violation of the terms of valid collective bargaining agreements.

b. Require the subrecipient to hire an unqualified recipient of aid.

c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.

d. Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code. (Reference: PCC § 10353)

30. **Independent Contractor**. Subrecipient/contractor, and the agents and employees of subrecipient/contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

31. **Recycling Certification.** The subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this agreement, regardless of whether the produce meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Reference: PCC § 10233, 10308.5, 10354)

32. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the

rights of the federal government and the recipient in any resulting invention in accordance with 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.

33. **Single Audit Act Certification.** The OTS is the agency responsible for administering California's' federal highway safety funds on behalf of the Governor. Federal funds are provided for this grant by the United States Department of Transportation. The records and supportive documentation for all completed grants are subject to an on-site audit and OTS reserves the right to inspect and review during normal working hours the work product of any independent auditor in support of their audit.

    The subrecipient certifies that it will comply with the Single Audit Act of 1984 (31 U.S.C. 7501 et seq.), as amended, which requires the following:

    a. State or local governments that receive $750,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
    b. State or local governments that receive less than $750,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
    c. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".
    d. The State Controller's Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Grantee agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including, reimbursement withholding or grant cancellation.

34. **Solicitation.** No employee of the applicant agency, the contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

35. **Termination for Cause.** The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided.

36. **Termination without Cause.** Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: State Contracting Manual, Chapter 7.85).

37. **Timeliness.** Time is of the essence in this grantee agreement (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610).

38. **Unenforceable Provision.** In the event that any provision of this grantee agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions

of this agreement have force and effect and shall not be effected thereby. (Reference: DGS Standard Agreement "General Terms and Conditions," form GTC610)

Traffic Enforcement Agencies Only

Full-time subrecipient traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer's presence; a response to an officer in distress is initiated, and or a riot requires that all available enforcement personnel be committed in response.

Nothing in this grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

Institutions of Higher Education

1. **Subcontracts**. Subrecipient may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

   Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this grant agreement and in accordance with the OTS GPM.

   The subrecipient, consultant or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and 49 CFR Part 18, and/or CFR Part 19 whichever is applicable.

   OTS is not obligated to make any payment under any grant agreement prior to final execution or outside the terms of the contract period. Contractor expenditures incurred prior to final contract execution are taken at the risk of that contractor agency and will be considered unallowable if that agreement/contract is not executed.

2. **Indemnification.** The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this grant agreement but only the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

   In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

State Certifications (Revised 5/15)

Federal certifications and assurances are included in Appendix A of this *Grants Management Ma*nual. The following laws apply to persons or entities doing business with the State of California.

1. **Statement of Compliance.** Subrecipient has, unless exempted, complied with the nondiscrimination program requirements (GC 12990 (a-f) and CCR, Title 2, Section 8103). (Not applicable to public entities.)

2. **National Labor Relations Board Certification.** Subrecipient or contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against subrecipient or contractor within the immediately preceding two-year period because of subrecipient or contractor's failure to comply with an order of a federal court which orders subrecipient or contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

3. **Expatriate Corporations.** Subrecipient or contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract code Section 10286 and 10286.1, and is eligible to contract with the State of California.

4. **Sweat Free Code of Conduct.** All subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The subrecipient further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   The subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

5. **Domestic Partners.** For agreements over $100,000 executed or amended after January, 1, 2007, the subrecipient certifies that it is in compliance with Public Contract Code section 10295.3

6. **CONFLICT OF INTEREST**. Subrecipient or contractor needs to be aware of the following provisions regarding current or former state employees. If subrecipient or contractor

has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410)

i. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

*Former State Employees (PCC 1041*1)

i. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

ii. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If subrecipient or contractor violates any provisions of above paragraphs, such action by subrecipient or contractor shall render this agreement void. (PCC 10420)

Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

7. **Labor Code/Workers' Compensation.** Subrecipient or contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and subrecipient or contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. (Labor Code Section 3700)

8. **Americans With Disabilities Act**. Subrecipient or contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)

9. **Subrecipient/Contractor Name Change.** An amendment is required to change the subrecipient or contractor's name as listed on this grant agreement. Upon receipt of

legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Corporate Qualifications to Do Business in California.** When agreements are to be performed in the State by corporations, the authorizing agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

    "Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

    Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

11. **Resolution.** Upon request, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the grant agreement.

12. **Air or Water Pollution Violation.** Under the State laws, the subrecipient or contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

13. **Non-Duplication of Grant Funding.** The grant applicant has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

14. **Energy Efficiency.** It is understood the grant applicant will purchase only energy efficient equipment, whenever possible and appropriate.

15. **Limited English Proficiency.** The grant applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

16. **Administrative Support and Statement of Intent.** This program has full support of the authorizing agency, and every effort will be made to continue the activities after the grant conclusion. If required by local governance, the city council or the board of supervisors will endorse this grant through a resolution.

17. **Non-Enforcement Supplanting Avoidance.** Non-enforcement salaried and hourly personnel assigned to this grant are conducting a new traffic safety program not previously funded with city, county or State funding or were previously in a grant-funded position.