

**Subrecipient Agreement Template**  
**State Board of Internal Control template versus Office of Highway Safety template**

**SBIC Sub-Recipient Agreement - Sections A & B**

**Office of Highway Safety Project Agreement**

1a	SUBRECIPIENT NAME	Highway Safety Project Agreement sheet.
1b	SUBRECIPIENT DUNS NUMBER	Highway Safety Project Agreement sheet.
1c	FEDERAL AWARD IDENTIFICATION NUMBER	Not included due to ability to carry-over funding and federal system dispenses oldest funds first.
1d	FEDERAL AWARD DATE	Not included due to ability to carry-over funding and federal system dispenses oldest funds first.
1e	SUB-AWARD PERIOD OF PERFORMANCE	Highway Safety Project Agreement sheet.
1f	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS AGREEMENT	Highway Safety Project Agreement sheet.
1g	TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO SUBRECIPIENT	Highway Safety Project Agreement sheet.
1h	TOTAL AMOUNT OF FEDERAL FUNDS COMMITTED TO SUBRECIPIENT	Highway Safety Project Agreement sheet.
1i	FEDERAL AWARD PROJECT DESCRIPTION	Highway Safety Project Agreement sheet.
1j	FEDERAL AND PASS-THROUGH CONTACT INFORMATION	Highway Safety Project Agreement sheet, missing the name of the Federal awarding agency.
1k	CFDA NAME & NUMBER	Highway Safety Project Agreement sheet.
1l	RESEARCH & DEVELOPMENT	Not included.
1m	INDIRECT COST RATE FOR FEDERAL AWARD	Not included.
2	PERIOD OF PERFORMANCE	Highway Safety Project Agreement sheet.
3	SCOPE OF WORK AND PERFORMANCE PROVISIONS	Project Agreement Terms & Conditions, page 10 (Appendix II, B.)
4	BASIS FOR SUBAWARD AMOUNTS	Highway Safety Project Agreement sheet.
5	RISK ASSESSMENT, MONITORING & REMEDIES	Project Agreement Terms & Conditions, page 11 (Appendix II, H.) <i>*Does not address risk assessments.</i>
6	RETENTION AND INSPECTION OF RECORDS	Project Agreement Terms & Conditions, page 7 (Appendix I, E. & H.)
7	AUDIT REQUIREMENTS	Project Agreement Terms & Conditions, page 7 (Appendix I, I.)
8	SUBRECIPIENT ATTESTATION	Highway Safety Project Agreement sheet.
9	CLOSEOUT	Project Agreement Terms & Conditions, page 10 (Appendix II, F.4.)
10	ASSURANCE REQUIREMENTS	Project Agreement Terms & Conditions, page 12 (Appendix III)
11	COST PRINCIPLES	Project Agreement Terms & Conditions, page 4 (Appendix I)
12	TERMINATION	Project Agreement Terms & Conditions, page 2 (B.9.)
13	FUNDING	Project Agreement Terms & Conditions, page 1 (B.1.)
14	ASSIGNMENT AND AMENDMENT	Project Agreement Terms & Conditions, page 1 (B.6.)
15	CONTROLLING LAW	Project Agreement Terms & Conditions, page 1 (B.4.)
16	SUPERCESSION	Not included.
17	SEVERABILITY	Project Agreement Terms & Conditions, page 1 (B.5.)
18	NOTICE	Not included.
19	SUBCONTRACTORS/SUB-SUBRECIPIENTS	Project Agreement Terms & Conditions, page 1 (B.6.) and page 10 (Appendix II, C.)
20	STATE'S RIGHT TO REJECT	Not included.
21	CONFLICT OF INTEREST	Highway Safety Project Agreement sheet and Project Agreement Terms & Conditions, page 7 (Appendix I, D.3.)
22	TERMS	Highway Safety Project Agreement sheet.
23	SUSPENSION & DEBARMENT	Project Agreement Terms & Conditions, page 4 (Appendix I, B)



**FFY 2018**  
**HIGHWAY SAFETY PROJECT AGREEMENT**  
**OFFICE OF HIGHWAY SAFETY**  
 118 West Capitol Avenue, Pierre SD 57501  
 Phone: (605) 773-4949; FAX: (605) 773-6893

Grantee Agency:		DUNS Number:	
Project Title:			
Address:			
City:	County:	State: South Dakota	Zip:
Project Director:		E-Mail:	
Phone:		FAX:	
Project No:	Start/End Date: 10/1/2017-09/30/2018	NHTSA	

**Federal Fiscal Year 2018 Approved Budget**

Cost Summary	Current Approved	Additional Approved	Total to HSP	Sections	CFDA
Personal Services	\$0.00	\$0.00	\$0.00		
Travel	\$0.00	\$0.00	\$0.00		
Contractual Services	\$0.00	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00	\$0.00		
Other Direct Costs	\$0.00	\$0.00	\$0.00		
Indirect Costs	\$0.00	\$0.00	\$0.00		
<b>SUBTOTAL CATEGORIES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
Federal Funds	\$0.00	\$0.00	\$0.00		
State & Local Match	\$0.00	\$0.00	\$0.00		
<b>Total Federal &amp; Match</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		

By signing this agreement, you acknowledge the terms and conditions of the Office of Highway Safety Terms & Conditions are incorporated into the terms of your award. Also, per SDLC 1-56-10, you attest to the following:

1. A conflict of interest policy is enforced with the subrecipient's organization.
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's web site.
3. An effective internal control system is employed by the subrecipient's organization.
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's web site.

The Subrecipient Agency signature acknowledges the terms and conditions of this agreement and the attestations listed above. The Office of Highway Safety signature indicates approval of the project outlined in this agreement.

\_\_\_\_\_  
 Subrecipient Agency Authorized Signer Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lee Axdahl, Director  
 South Dakota Office of Highway Safety

\_\_\_\_\_  
 Date

# South Dakota Office of Highway Safety

## Project Agreement Terms & Conditions FFY 2018

### A. Acceptance of Grant Subaward and Terms & Conditions

Before the subrecipient incurs costs or receives any federal grant funds awarded to them, the Project Agreement must be signed by an authorized signer from the subrecipient agency and the Director of the South Dakota Office of Highway Safety (SDOHS).

### B. Legal Provisions

- 1. Funding Out Clause.** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2. Insurance Provision.** The subrecipient agrees, at their sole cost and expense, to maintain general liability, worker's compensation, professional liability, and automobile liability insurance during the subaward period as specified in the subaward.
- 3. Indemnification.** The subrecipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the subrecipients to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 4. Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 5. Severability & Non-Waiver.** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof. Failure by the State to strictly enforce any provision of this Agreement shall not operate as a waiver of any provision, right or responsibility contained herein.
- 6. No Sub-Granting or Assigning.** This Agreement may not be assigned, nor the funds given to a new or additional sub-grantee, without the express prior written consent of the SDOHS. This Agreement may not be amended except in writing,

which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, sub-grantees, or successors in interest must agree to be bound by all the terms contained within this Agreement and shall be bound hereby to all these terms.

7. **No Third Parties.** This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.
8. **Pay Back Clause.** If the subrecipient is reimbursed for expenses that are subsequently deemed ineligible, the subrecipient agrees and hereby acknowledges its responsibility to pay back all funds granted for ineligible expenses. The subrecipient agrees to return all such funds to SDOHS within thirty days of written notice by SDOHS. SDOHS, in its sole discretion, may allow additional time for the subrecipient to provide payment.
9. **Termination Provision.**
  - a. By the South Dakota Office of Highway Safety: The Project Agreement may be canceled, terminated, or suspended in whole or in part by the SDOHS for noncompliance with any of the said rules, regulations, orders or conditions by giving the sub-recipient agency thirty (30) days advanced written notice. The SDOHS, before issuing notice of cancellation, termination, or suspension of the Project Agreement, may allow the agency a reasonable opportunity to correct for noncompliance.
  - b. By the Subrecipient: The subrecipient may terminate the Project Agreement by providing thirty (30) days advance written notice to the SDOHS.

## C. Grant Regulations and Guidance

1. Subrecipients must comply with applicable requirements of all state and federal laws, executive orders, regulations, and policies governing this program. Subrecipients remain solely responsible for obtaining and understanding current information on such requirements.
2. **Administrative Requirements, Cost Principles, and Audit Requirements.** Subrecipients are required to follow all CFR requirements found in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR Part 1201. Appendix I provides additional information on the following:
  - a. Personnel
  - b. Suspension & Debarment
  - c. Equipment
  - d. Procurement
  - e. Record Retention
  - f. Program Income
  - g. FFATA
  - h. Access to Records
  - i. Audit

**3. SDOHS/NHTSA Requirements.**

Appendix II provides detailed information regarding SDOHS/NHTSA requirements including:

- a. Grant Management System (EDGAR)
- b. Work Plan
- c. Contract Approval
- d. Approval of Public Education and Promotional Materials
- e. Approval of Incentive Items, Reports, and Publications
- f. Reimbursement
- g. Reporting
- h. Subrecipient Monitoring
- i. Performance
- j. Dispute Resolution

**4. Federal Certifications and Assurances.**

Appendix III contains all federal assurances that are incorporated into SDOHS Project Agreements.

**5. Highway Safety Acronyms and Definitions.**

Appendix IV contains acronyms and definitions to reference throughout the document.

## **APPENDIX I**

### **ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS**

Subrecipients are required to follow all CFR requirements found in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In addition, SDOHS subrecipients are subject to the requirements of 23 CFR Part 1200 and 2 CFR Part 1201. The below sections have been included to draw special attention to some of the requirements. Additional SDOHS and State requirements have been included where applicable.

Please refer to the [full text](#) of the CFR for complete information:

- CFR Administrative Requirements: 2 CFR Part 200 Subpart D (2 CFR 200.300 through 2 CFR 200.345)
- CFR Cost Principles: 2 CFR Part 200 Subpart E (2 CFR 200.400 through 2 CFR 200.475)
- CFR Audit Requirements: 2 CFR Part 200 Subpart F (2 CFR 200.500 through 2 CFR 200.521)
- Uniform Procedures for State Highway Safety Grant Programs: 23 CFR Part 1200
- USDOT Specific CFR requirements: 2 CFR Part 1201

#### **A. Personnel (2 CFR 200.430(i)).**

Subrecipients must maintain detailed timekeeping and payroll records for all positions funded by this grant. Records must meet the requirements defined in 2 CFR 200.420(i) *Standards for Documentation of Personnel Expenses*. See the Code of Federal Regulations for the full text.

#### **B. Suspension and Debarment (2 CFR 200.212).**

Subrecipients may not form a new contract, make a new purchase from, or enter into any new business relationship with parties listed on the government wide exclusions database in the System for Award Management (SAM).

1. Prior to entering into any contract or purchase funded by federal grants expected to exceed or equal \$25,000, a search must be performed using the [SAM website](#). The search must be documented with a print screen of the search results.

It is recommended that the subrecipient adopt a Suspension and Debarment policy for procurements made with federal funds. A sample Suspension and Debarment policy and further instructions on performing a debarment search may be found here: [Sample Suspension and Debarment policy and instructions](#).

**C. Equipment (2 CFR 200.313 and 23 CFR 1200.31).**

1. **Title (2 CFR 200.313(a)).** Equipment purchased by the subrecipient with federal award funds is the property of the subrecipient.
2. **Use (23 CFR 1200.31(b)).** All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Approving Official (Regional Administrator of the National Highway Traffic Safety Administration), and neither the State nor any of its subgrantees or contractors shall encumber the title or interest while such need exists.
3. **Property Records (2 CFR 200.313(d)(1)).** Property records must be maintained for all items with a per-unit acquisition cost of \$5,000 or more. Property records must include:
  - a. description of the property
  - b. serial number or other identification number
  - c. source of funding for the property (including the federal award number found on the Project Agreement)
  - d. who holds title
  - e. acquisition date
  - f. cost of the property
  - g. percentage of Federal participation in the project costs for the Federal subaward under which the property was acquired
  - h. the location
  - i. use
  - j. condition
4. **Physical Inventory (2 CFR 200.313(d)(2)).** A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
5. **Control System (2 CFR 200.313(d)(3)).** A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
6. **Maintenance Procedures (2 CFR 200.313(d)(4)).** Adequate maintenance procedures must be developed to keep the property in good condition.
7. **Disposition (23 CFR 1201(d)(2) and 2 CFR 313(e)).**
  - a. 23 CFR 1201(d)(2). (d) Major purchases and dispositions. Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements— (2) Dispositions shall receive prior written approval from the Approving Official (Regional Administrator of the National Highway Traffic Safety Administration) unless the age of the equipment has exceeded its useful life as determined under State law and procedures.
    - i. SDOHS approval is required prior to disposition.
  - b. Once written approval for disposition is obtained from the Approving Official (if required), then disposition may proceed according to 2 CFR 200.313(e): When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or

previously supported by a Federal awarding agency, disposition of the equipment will be made as follows:

- i. Items of equipment with a current per-unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- ii. Items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the subrecipient or sold. If sold, the subrecipient must return a proportionate share of the federal funds from the sale of the equipment.

8. **Transfer (23 CFR 1200.30(e)).** Right to transfer title. The Approving Official may reserve the right to transfer title to equipment acquired under 23 U.S.C. Chapter 4 to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
  - a. The equipment shall be identified in the grant or otherwise made known to the State in writing;
  - b. The Approving Official shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 49 CFR part 18.
9. **Compliance with State Policies and Procedures (2 CFR 1201.313).** In addition to the requirements detailed in 2 CFR 200.313, subrecipients of SDOHS grant funds must also comply with state policies and procedures with respect to the use, management and disposal of equipment acquired under a Federal award.

**D. Procurement (2 CFR 200.317 through 2 CFR 200.326, 2 CFR 1201.317, and 23 CFR 1200.31(d)(1)).**

1. **General Requirement.** Subrecipients will follow all federal provisions under 2 CFR 200.318 through 2 CFR 200.326, 2 CFR 1201.317, and 23 CFR 1200.31(d)(1) - added.
2. **Procurement Procedures.** Procurement procedures pertain to contracts, equipment, and expendable items.
  - a. **2 CFR 200.318(a).** The subrecipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards found in 2 CFR 300.318. **It is not sufficient to follow the subrecipient's own policies and procedures if they do not meet the minimum federal requirements referenced in D.1 above.**
  - b. **2 CFR 1201.317.** Notwithstanding 2 CFR 200.317, subrecipients of States shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award. State agency subrecipients of highway safety grants must follow both federal and state procurement requirements.
  - c. **23 CFR 100.31(d)(1).** *Major purchases and dispositions.* Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements—



- i. Purchases shall receive prior written approval from the Approving Official (Regional Administrator of the National Highway Traffic Safety Administration);
  - 3. **Conflict of Interest (2 CFR 200.318(c)(1)).** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
  - 4. **Competition (2 CFR 200.319(a)).** All procurement transactions must be conducted in a manner providing full and open competition.
  - 5. **Methods of Procurement to be Followed (2 CFR 200.320).**
    - a. Micro-purchases, which are aggregate purchase amounts not exceeding \$3,000, may be awarded without soliciting competitive quotations if the subrecipient considers the price to be reasonable.
    - b. Price or rate quotations must be obtained from an adequate number of qualified sources for all purchases with aggregate purchase amounts exceeding \$3,000. A minimum of three quotes or bids are to be obtained. The subrecipient must maintain documentation of quotes in their grant files and be able to justify that an adequate number of quotations were received.
    - c. No further bid solicitation is necessary for purchases made under State of South Dakota contracts or GSA contracts.
    - d. In addition to the above federal requirements, subrecipients must adhere to all provisions of their own procurement procedures when they are more restrictive than federal requirements.
  - 6. **Procurement by Non-Competitive Sources (2 CFR.320(f)).** Sole source purchases are not allowed without prior approval from SDOHS.
    - a. Complete a [Request for Sole Source Purchase Form](#) and submit it to SDOHS prior to entering into a purchase commitment.
  - 7. **Compliance with State Policies and Procedures (2 CFR 1201.317).** In addition to the requirements detailed in 2 CFR 200.317 – 326, subrecipients of SDOHS grant funds must also comply with state policies and procedures when procuring property and services under a Federal award.
- E. Record Retention (2 CFR 200.333).**
- 1. Grant records must be retained for three years after the grant is closed.
  - 2. Equipment records must be retained for the life of the equipment and for three years after final disposition of the equipment.
  - 3. Subrecipients must maintain organized grant files containing the following information:
    - a. Copy of the project application and signed subaward agreement.
    - b. Copy of revisions to the original agreement, if any.
    - c. Copies of all reimbursement requests.
    - d. For aggregate purchases of \$25,000 or more, copy of verifications that the vendor was not on the debarred or excluded list at the time the order was placed.
    - e. Copies of the capital asset inventory records for grant-funded equipment.

- f. Copies of equipment disposal/transfer documentation for grant-funded equipment.
- g. Copies of monitoring reports completed by the South Dakota Department of Public Safety.
- h. Copies of completed audits which are relative to the grant project.

**F. Program Income (23 CFR 1200.34 and 2 CFR 200.307(e)).**

1. **23 CFR 1200.34.** Use of program income. (1) Addition. Program income shall ordinarily be added to the funds committed to the Highway Safety Plan. Such program income shall be used to further the objectives of the program area under which it was generated.  
(2) Cost sharing or matching. Program income may be used to meet cost sharing or matching requirements only upon written approval of the Approving Official. Such use shall not increase the commitment of Federal funds.
2. **2 CFR 200.307(e).** Use of program income. If the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award, or give prior approval for how program income is to be used, paragraph (e)(1) of this section must apply. For Federal awards made to IHEs and nonprofit research institutions, if the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award how program income is to be used, paragraph (e)(2) of this section must apply. In specifying alternatives to paragraphs (e)(1) and (2) of this section, the Federal awarding agency may distinguish between income earned by the recipient and income earned by subrecipients and between the sources, kinds, or amounts of income. When the Federal awarding agency authorizes the approaches in paragraphs (e)(2) and (3) of this section, program income in excess of any amounts specified must also be deducted from expenditures.
  - a. Deduction. Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project.
  - b. Addition. With prior approval of the Federal awarding agency (except for IHEs and nonprofit research institutions, as described in paragraph (e) of this section) program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.
  - c. Cost sharing or matching. With prior approval of the Federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

**G. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR 200.331(b)).**

To provide the public access to information on Federal spending through USASpending.gov, the State, as a prime awardee of Federal grant funds, is required to report on all subawards issued for \$25,000 or more.

This reporting is not a subrecipient requirement. It is a requirement of the State. Be aware that if a subrecipient receives a subaward of \$25,000 or more, the following information will be reported on USASpending.gov:

- Entity Information
- DUNS Number
- Date of Subaward
- Amount of Subaward

**H. Access to Records (2 CFR 200.336).**

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the State, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the subrecipient which are pertinent to the Federal subaward.

**I. Audit (2 CFR 200.500 through 2 CFR 200.521).**

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Audit reports are to be sent to the State Auditor General, pursuant to SDCL 4-11-2.1. After the Auditor General reviews the audit reports, they submit a report to applicable state agencies. Any audit findings noted by the Auditor General will be followed up with a Management Decision Letter addressing the audit findings.

## **APPENDIX II**

### **SDOHS/NHTSA Requirements**

**A. Grant Management System (EDGAR).**

Grant applications, reports, and reimbursement requests will only be accepted through EDGAR, the SDOHS [Electronic Database for Grant Application & Reporting](#).

**B. Work Plan.**

If a grant application is approved, the work plan, or scope of work for the project is incorporated by reference and made a part of the Project Agreement from the information input and/or negotiated by the applicant agency in EDGAR.

**C. Contract Approval.**

All contracts must have prior written approval from the SDOHS.

**D. Approval of Public Education and Promotional Materials.**

Any public education or promotional material developed using funds from the Project Agreement must be reviewed and approved by the SDOHS prior to production.

**E. Approval of Incentive Items, Reports, and Publications.**

Any reports, papers, publications, or other items produced or printed with federal funds must be reviewed and *pre*-approved by the SDOHS before reimbursement can be made to the subrecipient.

**F. Reimbursement.**

- 1. General.** Reimbursement will be based upon actual allowable costs. Requests for reimbursement will be made upon receipt of an itemized reimbursement claim in EDGAR. The itemized invoice shall be supported by documentation of costs attached to the EDGAR reimbursement claim.
- 2. Approval.** The SDOHS shall review and approve the itemized reimbursement request prior to payment. Subrecipients that are not current on required reports in EDGAR will not receive reimbursement until the reports are received.
- 3. Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the subrecipient agency. The agency agrees that in the event the SDOHS determines that, due to federal or state regulations, that grant funds must be refunded, the agency will reimburse the SDOHS a sum of money equal to the amount of federal and state participation in the rejected costs.
- 4. Final Reimbursement Claims.** Final reimbursement claims must be received by the SDOHS in EDGAR no later than November 15<sup>th</sup> for the grant year that ended the prior September 30<sup>th</sup>.
- 5. Expending Funds in the Project Agreement.** Under no circumstances will reimbursement be made for costs incurred prior to the Project Agreement effective date or after the Agreement ending date.

6. **Travel Expenses** will be reimbursed as described in Section III of the SDOHS Grant Application and Management Handbook.

**G. Reporting.**

1. All non-law enforcement agencies are required to submit quarterly progress reports in the format provided by the SDOHS in the EDGAR system. Progress reports are due fifteen (15) calendar days after the end of the reporting calendar quarter.
2. Law enforcement agencies are not required to submit quarterly progress reports. Law enforcement agencies are required to provide a Traffic Safety Report (enforcement data) monthly on the EDGAR website.

**H. Subrecipient Monitoring.**

SDOHS shall periodically monitor the programmatic and financial progress of subrecipients to assure compliance with local, state and federal requirements and that performance goals are being achieved.

**I. Performance.**

All grants provided by the SDOHS are performance-based and, as such, require that progress be made toward the reduction of the number and severity of traffic crashes. *Unsatisfactory performance shall be cause for SDOHS to reduce or deny future funding.*

**J. Dispute Resolution.**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement by and between the subrecipient agency and the SDOHS, or otherwise arising between the parties to the Project Agreement, shall be referred to the Secretary of the South Dakota Department of Public Safety and the authorized official of the subrecipient agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the South Dakota Department of Public Safety, with the concurrence of the federal funding agency, and shall be final and conclusive for all parties.

## **APPENDIX III**

### **APPENDIX A to PART 1300— CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 U.S.C. CHAPTER 4; SEC. 1906, PUB. L. 109-59, AS AMENDED BY SEC. 4011, PUB. L. 114-94)**

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State 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.]*

State: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

#### **GENERAL REQUIREMENTS**

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

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

#### **INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

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

#### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique 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 (“Federal Nondiscrimination Authorities”). These include but are not limited to:

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

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

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

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



- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 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).
- c. 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.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—

- 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.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

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

**CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, 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 (States)**

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

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

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

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

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

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

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

#### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

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

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

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

foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information 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](http://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](http://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 crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**SECTION 402 REQUIREMENTS**

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably

equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seatbelts by occupants of motor vehicles;
  - Submission of information regarding mobilization participation into the HVE Database;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))



8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

## APPENDIX IV

### Highway Safety Acronyms and Definitions

#### ACRONYMS

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<b>DOT</b>	<b>Department of Transportation</b> The Department of Transportation oversees all modes of transportation in the state as well as road construction, signage, engineering, safety appraisals of roads, traveler information, and research. Please see <a href="http://www.sddot.com/">http://www.sddot.com/</a> .
<b>EDGAR</b>	'Electronic Database for Grant Application and Reporting,' an online application developed by the SDOHS to streamline the application and reporting of grant activities. This software was implemented in federal fiscal year 2016 and is the mandatory method through which all highway safety grants are administered in the State of South Dakota.
<b>FAST Act</b>	' <b>Fixing America's Surface Transportation</b> ' Act of 2015, signed into law on December 4, 2015. This act is a five year authorization that governs the expenditure of federal highway funding.
<b>FFY</b>	<b>Federal Fiscal Year</b> The FFY runs from October 1 to September 30 of the next year. Highway safety projects run on a FFY.
<b>GR</b>	<b>Governor's Representative for Highway Safety</b> The Governor appoints a representative to administer the state Highway Safety Program. The Secretary of Public Safety is South Dakota's GR.
<b>HSP</b>	<b>Highway Safety Plan</b> Each state submits an annual plan to NHTSA outlining how the state will address top priority highway safety problems. The plan is the state's grant application for federal funding.
<b>MAP 21</b>	<b>Moving Ahead for Progress in the 21<sup>st</sup> Century</b> The new federal highway authorization. Replaces SAFETEA-LU (Safe and Flexible Efficient Transportation Equity Act- A Legacy for Users). MAP 21 was a 2 year authorization (FFY2014&FFY2015), although Congressional deadlocks extended the authorization utilizing so-called 'continuing resolutions' through the end of calendar 2015.

**NHTSA****National Highway Traffic Safety Administration**

A part of the U.S. DOT, this agency sets safety standards for motor vehicles, investigates possible safety defects, and tracks safety-related recalls. NHTSA works through State highway safety agencies and other partners to encourage the safe behavior of drivers, occupants, cyclists, and pedestrians across the country. See <http://www.nhtsa.gov/>.

**SDOHS**

**The South Dakota Office of Highway Safety (SDOHS)** is a division of the Department of Public Safety, and is the focal point for highway safety issues in the state, and provides leadership by developing, promoting, and coordinating programs; influencing public and private policy; and increasing public awareness of highway safety issues and best practices.