1200 New Jersey Avenue, SE
Washington, D.C. 20590

U.S. Department
of Transportation

**National Highway
Traffic Safety Administration**

Subject: Letter of Invitation – Application for Federal Assistance
Invitation Number: DTNH22-12-R-00609

Title: Demonstration Project to Enhance medical Review Practices in States

Dear Prospective Grantee:

The National Highway Traffic Safety Administration (NHTSA) is providing Federal Financial Assistance to State Driver License authorities (DMV's) to address medically at-risk drivers. This letter is to invite your agency/organization to submit an application to participate in this program. **The application package in its entirety can be found on www.grants.gov under Cooperative Agreement No. DTNH22-12-R-00609. Multiple Awards may be Granted from this request for Application.**

For the purpose of this Request for Application, the applications should be limited to those activities that can be accomplished during the three (3) year period. The award will depend on the applicants' expertise and ability to coordinate the necessary activities described in the Request for Application and the applicant organizations ability to provide administrative and financial requirements.
NOTE: This Cooperative Agreement is limited to State DMVS Only.

The following documents will be provided for your review and completion at the grants.gov website:

1. Application for Federal Assistance - Standard Form 424 (Rev.9-2003)
2. Budget Information - Non-Construction Programs - Standard Form 424A (Rev. 7-97)
3. Assurances - Non-Construction Programs - Standard Form 424B (Rev.7-97)
4. Certificate Regarding Lobbying - 49 CFR Part 20 - Appendix A
5. Certificate Regarding Debarment, Suspension, and other Responsibility Matters-Primary Covered Transactions - 49 CFR Part 29 - Appendix A
6. Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions - 49 CFR Part 29 - Appendix B
7. Certificate Regarding Drug-Free Workplace Requirements - 49 CFR Part 29 - Appendix C
8. Payment Information Form ACH Vendor Payment System
9. Request for Application, Statement of Work

In addition to the Enclosures referenced above, the Grantee shall submit a technical work plan that demonstrates the organizational capability and sufficient current and/or past experience with the types of tasks required for successful management of this Cooperative Agreement. The grantee shall provide a written narrative explaining how the state agency will accomplish the General Requirements that are presented in the Statement of Work. The narrative should focus on the Major Tasks described including the personnel and qualifications of those whom will be completing these tasks.

The Supplemental Budget Information should present a detailed breakdown of the proposed costs for the entire proposed project period, along with supporting documentation of the basis for developing the estimated costs (424-A). Your agency should provide 3 (three) Supplemental Budget Information sheets, one for each year of the proposed project periods.

All of the required documents should be completed and **uploaded to www.grants.gov**, emailed to NHTSAOAM@dot.gov Attn: Brian Jenkins, or sent to 1200 New Jersey Avenue, SE, Washington DC, 20590 on or before june 29, 2012.

Please be advised that this invitation does not constitute an award commitment on the part of NHTSA, and that it is issued subject to the availability of funds. NHTSA reserves the right to cancel this invitation in whole or in part prior to the Cooperative Agreement award. In addition, this invitation does not commit NHTSA to pay for costs incurred in the submission of an application.

Sincerely,

Brian Jenkins
Contract Specialist

UNITED STATES DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration (NHTSA)

Demonstration Project to Enhance Medical Review Practices in States

REQUEST FOR APPLICATIONS

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UNITED STATES DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration (NHTSA)

Demonstration Project to Enhance Medical Review Practices in States

AGENCY: National Highway Traffic Safety Administration, DOT

ACTION: Announcement of a discretionary cooperative agreement program to enhance medical review practices in States.

SUMMARY: The National Highway Traffic Safety Administration (NHTSA) announces a discretionary cooperative agreement to provide funding to State driver license authorities (DMVs) to address medically at-risk drivers. In 2006 as part of the Department of Transportation Authorization, SAFETEA-LU, NHTSA was directed to improve the scientific basis behind driver licensing decisions. Because each State establishes its own criteria, policies, and procedures for issuing licenses, including licensing individuals who may be at increased risk of crashing due to a medical condition or other functional impairment, NHTSA worked closely with the American Association of Motor Vehicle Administrators (AAMVA) to develop guidance for DMVs to use in addressing medically at-risk (MAR) drivers. This guidance was released in 2009 in Driver Fitness Medical Guidelines. The Guidelines provide simple recommendations for DMVs to use in making licensing decisions and in communicating with medical providers and individuals who are medically at-risk. Communications include appropriate solicitation of referrals for reexamination or review and the solicitation of useful, complete information in driver medical forms that are required as part of the review process.

Among medical providers, an important factor related to providing referrals is the State's laws on physician immunity for good-faith reporting of MAR drivers. Some State laws provide a referral source with immunity from civil liability related to release of medical information as long as it is done in good faith. Other States suggest that the DMV is considered a public health agency for referral purposes, and the referral sources are protected from liability that way. To address the barriers to referring at-risk drivers, NHTSA and the National Committee on Uniform Traffic Laws and Ordinances (NCUTLO) developed model language to address referrals and immunity.

Successfully implementing the Guidelines is based on the DMV's capacity to do so. Having access to individuals who understand the functional requirements to safely operate a motor vehicle and the functional impairments that an individual may have that prevent safe driving is instrumental in ensuring that capacity. States choose different approaches to build that capacity. Some use Medical Advisory Boards (MABs) to make recommendations on policy or to conduct case reviews. Other states employ nurses or individuals with medical training to conduct case reviews.

There are other ways to support the medical review function within the DMV. For example, providing training to counter staff on making referrals of drivers who show or declare functional impairments can be an appropriate way for a DMV to identify potential MAR drivers while staying within the bounds of civil rights laws. Further, enabling law enforcement personnel to make referrals is an important way to identify MAR drivers. Requiring in-person renewal for individuals over a specified age has been shown to save lives at the State level. These and other steps to enhance the medical review process within a State's DMV are of great interest to NHTSA.

In an effort to develop programs that can be implemented in States and local communities to reduce impaired riding, NHTSA anticipates funding approximately 2 competitive cooperative agreements for a minimum of 2 years and a maximum of 3 years. To this end, this cooperative agreement will support the development, implementation, and evaluation of up to two programs designed to enhance the medical review process within a State DMV. Projects that include 1) establishment of a MAB, 2) the enhancement of MAB practices, or 3) increasing the professional capacity of medical review staff will be considered for award. Three of the following five goals are also required as part of the conduct of this project:

1. Progress toward requirement of in-person renewal.
2. Deploy training for counter staff.
3. Improve and enhance law enforcement referrals.
4. Compare Guidelines with State policies and practices.
5. Progress toward provision of physician immunity.

This notice solicits applications from State governments and their agencies. Interested applicants must submit an application packet as further described in the application section of this notice. The application will be evaluated to determine the applicants that will receive funding under this announcement. Non-Federal employees under contract to NHTSA may serve on an application review team that will evaluate the applications.

DATES: Applications must be received in the office designated below on or before 2:30 p.m. (EST), on **June 29, 2012.**

ADDRESSES: Applications must be submitted to NHTSA Contract Specialist, Brian Jenkins at NHTSAOAM@dot.gov, Attn: Brian Jenkins or 1200 New Jersey Avenue, S.E., Rm W51-123, Washington, D.C., 20590. All applications submitted must include a reference to NHTSA Cooperative Agreement Program Number DTNH22-12-R-00609.

FOR FURTHER INFORMATION CONTACT: General administrative and programmatic questions may be directed to Brian Jenkins at **NHTSAOAM@dot.gov** . To allow for sufficient time to address questions appropriately, all questions must be submitted no later than **2:30 P.M. Eastern Time on JUNE 7, 2012 , via e-mail. Response to the questions will be posted on http://www.fedgrants.gov by JUNE 15, 2012.**

Article I. STATEMENT OF AUTHORITY

The National Highway Traffic Safety Administration (also referred to as "NHTSA" or "the Government") has the right to enter into the authority of National Traffic and Motor Vehicle Safety Act of 1966, as amended (15 U.S. C 1381, et. seq.). Section 1395 authorizes the use of contracts, grants, and cooperative agreements with States, interstate agencies and nonprofit institutions to support research, testing, development, and training.

Article II. SUPPLEMENTARY INFORMATION

A. BACKGROUND

Driver licensing authorities (DMVs) within each State are the organizations responsible for issuing driver licenses to that State's drivers. Among their many responsibilities, DMVs must determine driver fitness for drivers whose functional abilities may be compromised. Most DMVs have a section that is responsible for the conduct of medical review and for making determinations of driver fitness, and for recommending to the administrator that an individual be issued and unrestricted license, a restricted license, or that the license should be suspended. Medical review is a vitally important part of the DMV's responsibility, and need for thoughtful medical review is expected to increase in the coming years as the aging population represents an increasing proportion of the licensed drivers in any given State. While age itself is not expected to be an issue for any individual's continued safe driving, any age-related changes to functional abilities will have important potential impacts on driving safety.

NHTSA has actively pursued improved safety for older drivers since the Transportation Research Board identified the need in the 1980's. Efforts have focused on supporting the organizations that influence individual drivers. For example in the driver licensing arena, NHTSA has worked with the American Association of Motor Vehicle Administrators (AAMVA) in research related to medical review practices in States, as well as the development of guidelines for driver licensing administrators to use in the licensing of medically at-risk (MAR) drivers. NHTSA has been promoting improved driver licensing functioning related to MAR drivers for many years as part of the agency's older driver safety program. Recent research by the AAA Foundation for Traffic Safety that documents licensing practices suggests that there is a range of licensing policy and practice related to MAR drivers.

Some DMVs use medical advisory boards (MABs) to actively guide policy and to review cases that were decided by technical staff and appealed by the driver. Some DMVs employ nurses or individuals with specific medical training to conduct case review. These two practices are considered to be critically important to effective medical review.

Other important practices include provision of physician/medical professional immunity from prosecution and civil liability for making referrals to the DMV, facilitating law enforcement referrals to the DMV, enhanced training for counter staff, establishing the requirement for in-

person renewal for drivers over a certain age, and implementing the Driver Fitness Medical Guidelines.

NHTSA values the practices of different States in licensing MAR drivers. NHTSA understands that change now is difficult given austerity measures that States have been implementing. However, it is important for DMVs to prepare for the challenges of the increasing aging population to ensure the continued safe mobility of older drivers and other members of the public.

B. OBJECTIVE

The objective of this cooperative agreement is to provide funds for implementing and evaluating approaches designed to enhance medical review practices in States. To do this, participating States will:

1. Establish or enhance the Medical Advisory Board as part of the DMV to include case review and policy guidance - **OR-**
2. Improve the professional capacity of medical review staff within the DMV.

In addition to accomplishing one of the above outcomes, three of the following five requirements must be addressed through this project:

1. Progress toward requirement of in-person renewal.
2. Deploy training for counter staff.
3. Improve and enhance law enforcement referrals.
4. Compare Guidelines with State policies and practices.
5. Progress toward provision of physician immunity.

C. SCOPE OF WORK / PURPOSE

The shifting demographics – increasing numbers of older and medically at-risk drivers – demands action by the agencies that are responsible for ensuring that licensed drivers are functionally able to safely perform the driving task. NHTSA has seen the need to support driver licensing authorities in making policy and practice changes related to their medical review functions. In that light, the purpose of this Cooperative Agreement is to assist State driver licensing authorities (DMV) interested in applying best practices to enhance their medical review functions.

The purpose of this Cooperative Agreement is to assist the Grantee in implementing structural improvements to medical review through establishing a medical advisory board or through improving the capacity of the medical review staff, and to increase the number and quality of the referrals that are sent for medical review.

This Cooperative Agreement will assist the Grantee in accessing and implementing best practices related to medical review. At least one of the following outcomes is expected through participation in this effort:

- A medical advisory board will be established or if one already exists within the State, its function will be enhanced to include specific, regular policy guidance to the Driver Licensing Administrator and to conduct case review of appeals.

  or

- The professional capacity of medical review staff will be enhanced through the hiring of nurse case managers or others with appropriate medical training.

In addition to accomplishing one of the above outcomes, three of the following outcomes are also anticipated through participation in this effort.

- Significant progress will be made toward the requirement of in-person renewal for drivers over a specified age.
- Specific training for counter staff in making referrals to the medical review section will be deployed.
- Specific efforts to enhance the number and quality of referrals from law enforcement and medical providers will be conducted.
- The Grantee will compare recommendations in the Driver Fitness Medical Guidelines to State policies and will document alignment/changes of policies on a quarterly basis throughout the period of performance.
- Significant progress will be made toward the provision of physician and other medical provider immunity from civil liability.

NHTSA recognizes that each State presents a unique set of laws, policies, and institutions and that the way that a state meets the goals of this effort will likewise be unique.

Article III. NHTSA INVOLVEMENT

Under this Cooperative Agreement, NHTSA will:

1. Assign a qualified individual, designated as the Contracting Officer's Technical Representative, Assistance Agreement (COTR, AA) to provide liaison and coordination between the NHTSA and the Grantee;

2. Provide information and technical assistance from government sources and other available resources as determined appropriate by the COTR, AA.

3. Provide liaison with other government/private agencies as appropriate.

4. Maintain on-going contact with the Grantee regarding conduct of this agreement.

5. Provide technical assistance to the Grantee in selection and implementation of planned activities.

6. Reserve the right to terminate this agreement or any task, at any time, prior to its conclusion, for reason(s) that are in the best interest of either party.

IV. FUNDING

We anticipate funding a number of projects up to three years from the effective date of award for a total of $800,000. Current available funding is $400,000. Maximum of two (2) awards will be given depending on the proposed projects submitted for consideration. Given the amount of funds available for this effort, applicants are strongly encouraged to seek other funding opportunities to supplement the Federal funds. At the discretion of the government, funds may be incrementally or fully funded at the time of the award. Nothing in this RFA should be constructed as committing NHTSA to make any award.

V. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement project will be up to 3 years from the effective date of award. However, the actual period of performance will depend on the scope of work for the submitted project.

VI. TERMINATION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee may terminate this agreement by providing NHTSA with a sixty (60) day advance written notice. The Grantee must deliver acceptable reports on work accomplished as part of any such termination.

VII. CONFLICT OF INTEREST

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

(a) The Applicant shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by U.S. DOT, or with an organization whose interests may be

affected substantially by Departmental activities, and which is related to the work under this Cooperative Agreement Announcement. The interest(s) described shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's technical proposal. Key personnel shall include any person owning more than 20% interest in the Applicant, and the Applicant's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action under this Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract under the resultant Cooperative Agreement.

(d) The NHTSA Contracting Officer will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant information known to U.S. DOT, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, the NHTSA Contracting Officer may (1) disqualify the Applicant, or (2) determine that it is otherwise in the best interest of the agency to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the Cooperative Agreement awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of this Cooperative Agreement Announcement, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the NHTSA Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Grantee has taken, or proposes to take, to avoid, or mitigate such conflict. The NHTSA Contracting Officer may, however, terminate the Cooperative Agreement for convenience if he or she deems that termination is in the best interest of the Government.

VIII. ELIGIBILITY REQUIREMENTS

State governments and their agencies may submit applications. Interested applicants are advised that no fee or profit will be allowed under this cooperative agreement program. Preference may be given to those applications that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement. Applications seeking support for only a public information and education campaign will not be considered.

To be eligible to participate in this cooperative agreement, applicants must meet the following special competencies:

1. Demonstrate expertise in driver licensing and medical review.
2. Demonstrate capability of technical and management skills to successfully administer and complete projects in a timely manner. Include a narrative description of the documented experience, clearly indicating the relationship to this project and providing details such as project description and sponsoring agency. References to completed final project reports should include author's name.
3. Demonstrate ability to arrange for a comprehensive independent evaluation of the project.
4. Demonstrate management support through a letter from the DMV Administrator, as well as assurances of support from the management chain.

IX. APPLICATION PROCEDURES AND CONTENTS

A. PROCEDURES

If not using the Grants.gov "Apply" function:
Each applicant must submit one (1) original PDF by way of email to NHTSAOAM@dot.gov, Attn: Brian Jenkins. Applications must include a completed *Application for Federal Assistance (Standard Form 424 - Revised 4/88)*. OMB forms are available for downloading and printing on the Internet at: www.whitehouse.gov/OMB/grants/index.html site.

Only complete packages received on or before **June 29, 2012 @ 2:30 pm est** will be considered. No facsimile transmissions will be accepted. Due to the large number of actions being processed, applications must be typed on one side of the page only and contain a reference to NHTSA Cooperative Agreement Number DTNH22-12-R-00609. Applications that unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this invitation are not desired. Please direct application and programmatic questions to Brian Jenkins by email to: NHTSAOAM@dot.gov, Attn: Brian Jenkins.

B. CONTENTS

A. The application package must be submitted with OMB Standard Form 424, (Rev 7-97 or 4-88, including 424A and 424B), Application for Federal Assistance, including 424A, Budget

Information-Nonconstruction Program, and 424B, Assurances-Non-construction Programs, with the required information provided and the certified assurances included. While the Form 424-A deals with budget information, and Section B identifies Budget Categories, the available space does not permit a level of detail, which is sufficient to provide for a meaningful evaluation of the proposed costs. A supplemental sheet should be provided which presents a detailed breakout of the proposed costs (detail labor, including labor category, level of effort, and rate; direct materials, including itemized equipment; travel and transportation, including projected trips and number of people traveling; subcontractors/subgrants, with similar detail, if known; and overhead), as well as any costs the applicant proposes to contribute or obtain from other sources in support of the projects in the project plan.

B. Funding sources other than the funds being provided through this cooperative agreement are encouraged. Since activities may be performed with a variety of financial resources, applicants need to fully identify all project costs and their funding sources in the proposed budget. The proposed budget must identify all funding sources in sufficient detail to demonstrate that the overall objectives of the project will be met.

C. Program Narrative Statement: Application must fully describe the scope of the project, detailing the activities and costs for which funding is being requested and should be **no more than 25 pages in length (and be separated from the cost proposal- no cost information shall be included or referenced.)**. Also, applications for this program must include the following information in the program narrative statement:

1. A table of contents including page number references.

2. A description of the existing medical review structure and practices within the DMV. The description should include, at a minimum, a brief description of medical review staff roles, the number of cases processed annually, and a description of the types of case dispositions available. The applicant will also provide: a description of the existing requirement (or lack thereof) for in-person renewal; the status of physician immunity for making referrals; a description of any training provided to counter-staff relevant to medical risk; a description of existing outreach to law enforcement to increase referrals; and, a description of any comparisons that have been made between state policies and practices with the Driver Fitness Medical Guidelines.

3. A description of the project goal and how the grantee plans to meet the goal. The grantee must be **specific** with respect to the particular approach being addressed and how the grantee will successfully implement the requirements. Sustainability of the approach beyond the period of performance should be addressed.

4. A description of the specific activities proposed by the grantee. What actions will be undertaken to support the proposed project? What partners need to be involved in the effort to ensure success? To what degree has the buy-in of these groups been secured? What is "success" and how will it be determined?

5. A description of the evaluation plan, including how information (data) will be obtained, compiled, analyzed, and reported.

6. A description of how the proposed project will be managed. The application shall identify the proposed project manager and other personnel considered critical to the successful accomplishment of the project, including a brief description of their qualifications and respective organizational responsibilities. The roles and responsibilities of the grantee and any others included in the application package shall be specified. The proposed level of effort in performing the various activities shall also be identified.

7. A detailed explanation of time schedules, milestones, and product deliverables, including monthly reports and draft and final reports. (See TERMS AND CONDITIONS OF AWARD.)

8. A separately labeled section with information demonstrating that the applicant meets all of the special requirements outlined in the *Eligibility Requirements* section of this announcement.

D. Commitment and Support: When other sources and organizations are required to complete the proposed effort, the grantee shall provide proof of said organization's willingness to cooperate on the effort. Such proof can be a letter of support or buy-in indicating what the organization will supply to the grantee.

E. Costs: Detailed project budget, by year, that includes: direct labor costs by category (hours/rate), burden including overhead and fringe; direct materials; special equipment; travel (including number of travelers, number of days, transportation costs, and per diem or subsistence), consultant costs (purpose, hours/rates), subcontracts (purpose, hours/rates), and other budget items not identified above. Interested applicants are advised that no fee or profit will be allowed under this cooperative agreement program. All other factors being equal, preference will be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement.

X. APPLICATION REVIEW PROCESS AND EVALUATION FACTORS

Each application package will be reviewed initially to confirm that the applicant is an eligible recipient, meets applicant competency factors listed in the *Eligibility Requirements* section, and has included all of the items specified in the *Application Procedures* section of this announcement. An Evaluation Committee will then evaluate each complete application from an eligible recipient. Non-Federal employees under contract to NHTSA may serve on this Evaluation Committee.

The applications will be evaluated using the following criteria. The factors are in descending order of imnportance

1. The Applicant will be evaluated on:
   - The extent to which the applicant's goals are clearly articulated and the objectives are time-phased, specific, action-oriented and achievable.
   - The extent to which the applicant clearly identifies and explains creative approaches to improve the medical review process in the State.
   - The extent the applicant clearly and directly addresses the requisite number of outcomes that are outlined in the Request for Application.
   - The degree to which the project could be maintained beyond the period of performance of this contract.
   - The degree to which the applicant has identified potential barriers to the project and the provided plans for mitigating or eradicating those barriers.
   - The degree of detail provided in the work plan that indicates how the applicant will complete the tasks outlined in their application.
   - The degree to which the applicant describes their technical capability and experience in managing projects involving changing policies and practices within the licensing setting.
   - The degree to which the applicant intends to achieve the outcomes defined in the application.
   - The degree of detail in describing the implementation of the Driver Fitness Medical Guidelines and other goals defined in the solicitation.

3. The Applicant will be evaluated on:
   - The extent to which the proposed personnel have clearly described roles and appropriately assigned positions, and the proper level of education and experience to carry out the project that they describe in their application.
   - The extent to which the applicant has demonstrated the support and commitment of the DMV Administrator.
   - The soundness of the applicant's organization and designated areas of expertise.
   - The extent the applicant demonstrates the ability to enhance the professional qualifications of the medical review staff or to establish a Medical Advisory Board.

4. The Applicant will be evaluated on:
   - The extent to which the applicant has experience in establishing or changing driver licensing policy in their state.
   - The extent the applicant has adequate experience in communicating with the audiences that they describe in their proposal.
   - The applicant's satisfactory history of grantor/grantee relationships, as demonstrated by on-time completion of past efforts, and reports indicating a high level of satisfaction from government agencies and other organizations.
   - The extent to which the applicant has a good record of financial responsibility and accountability as it relates to the use of federal funding, and a demonstrated history of compliance with regulations that apply to federal grants.

XI. SPECIAL AWARD SELECTION FACTORS

While not a requirement of this announcement, applicants are strongly urged to seek funds from other Federal, State, local, and private sources to augment those available under this announcement. For those applications that are evaluated as meritorious for consideration of award, preference may be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement.

XII. REPORTING REQUIREMENTS AND DELIVERABLES/MILESTONES

A. REPORTING

1. Prior to award, each grantee must comply with the certification requirements of 49 CFR part 20, Department of Transportation New Restrictions on Lobbying, and 49 CFR Part 29, Department of Transportation government wide Debarment and Suspension (Non-procurement) and Government-wide Requirement for Drug Free Work Place (Grants).
2. Reporting Requirements and Deliverables:
   A. Quarterly Progress Reports must include a summary of the previous quarter's activities and accomplishments, as well as the proposed activities for the upcoming quarter. Any decisions and actions required in the upcoming quarter should be included in the report. Any problems and issues that may arise and need the Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO) attention should be clearly identified in the report in a specific, identified section. The grantee shall supply the progress report to the COTR every three months following date of award.

   B. Initial and Subsequent Meetings with COTR: The grantee will meet with the COTR and appropriate NHTSA staff in Washington D.C. at NHTSA's offices to discuss and refine the development, implementation, and evaluation of the project. The grantee will prepare a 20 to 30 minute presentation describing the project and will be prepared to answer questions from the COTR and others present at the briefing. After this initial meeting with the COTR, the grantee should meet at least once a year with the COTR in Washington D.C. at NHTSA's offices to discuss the project's progress and results. These meetings will be a minimum of 2 hours in length.
   C. Revised Project Plan: If needed, the grantee will submit a revised project plan incorporating verbal and written comments from the COTR. This revised plan is due no more than one (1) month from date of the initial meeting with COTR.
   D. Draft Final Report: The grantee will prepare a Draft Final Report that includes a description of the project, issue addressed, program implementation (if relevant), evaluation strategies, findings and recommendations. With regard to technology transfer, it is important to know what worked and what did not work, under what circumstances, what can be done to enhance replication in similar communities, and what can be done to avoid potential problems for future replication of the project. This is true even if the applicant reviewed and documented existing programs. The grantee will submit Draft Final Report to the COTR 60 days prior to the end of the

performance period. The COTR will review the draft report and provide comments to the grantee within 30 days of receipt of the document.

E. Final Report: The grantee will revise the Draft Final Report to reflect the COTR's comments. The revised final report will be delivered to the COTR 15 days before the end of the performance period.

F. Requirements for Printed Material: The print materials shall be provided in Microsoft Word text.

G. Final project briefing to NHTSA and a presentation to a national meeting: The grantee will deliver a briefing in Washington, D.C. at NHTSA's offices to the COTR and appropriate NHTSA staff to review the project implementation, evaluation, and results. This presentation shall last no less than 30 minutes and the grantee shall be prepared to answer questions from the briefing's attendees.

H. An electronic Microsoft PowerPoint presentation that NHTSA staff shall be able to use to brief senior staff or driver licensing partners at various meetings and conferences.

3. During the effective performance period of the cooperative agreements awarded as a result of this announcement, the agreement as applicable to the grantee shall be subject to the National Highway Traffic Safety Administration's General Provisions for Assistance Agreement, dated July 1995.

B. MILESTONE & DELIVERABLES

DELIVERABLES (D) AND MILESTONES (M)

The deliverable schedule and descriptions are provided below. With final deliverables, the Grantee shall provide a table detailing how each Government comment was addressed. Deliverables must be in electronic format and printable.

Note, several items may take place concurrently and do not need to be completed in the exact order listed below provided due dates are still met.

Item No.	Condition No.	Milestone (M)/Deliverable (D)	Due Date	No. of Copies
1	2B	Participate in initial Meeting (M)	Within 30 days of award	N/A
2	2C	Finalize and Submit Project Plan (M/D)	Within 3 months of award	1
3	2A	Submit Quarterly Report (M/D)	Quarterly (3 month periods from the award date)	1
4	2B	Participate in Interim Briefing at NHTSA Headquarters (M)	No later than 24 months after award, if period of performance is greater than 24 months	N/A
5	2E	Submit Final Report (D)	No later than 36 months after award	1
6	2G	Participate in Final Briefing at NHTSA Headquarters (M)	No later than 36 months after award	N/A

XIII. MODIFICATIONS

A. Unilateral

The NHTSA Contracting Officer (CO) has the right, under this Cooperative Agreement, to execute unilateral modifications for the following purposes:

- Provide incremental federal funding;
- Change the NHTSA Project Officer/Contracting Officer Technical Representative; and
- Make other administrative changes, which do not affect the legal obligations of the Grantee.

B. Bilateral

Bilateral modifications to this cooperative agreement may be proposed by either party, at any time during the period of performance of this cooperative agreement, and shall become effective upon approval by both parties.

Note: When changes are made and when deemed appropriate, the Government may supply the Grantee with replacement pages to the cooperative agreement.

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

GENERAL PROVISIONS FOR ASSISTANCE AGREEMENTS

This assistance agreement shall be subject, as applicable, to the administrative requirements contained in the following documents or regulations which are hereby incorporated by reference, with the same force and effect as if they were given in full text:

49 CFR Part 18- Department of Transportation Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

49 CFR Part 19- Department of Transportation Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, and, for purposes of this agreement, with commercial organizations, except as otherwise provided elsewhere in these terms and conditions.

49 CFR Part 20 - Department of Transportation New Restrictions on Lobbying.

49 CFR Part 29- Department of Transportation Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Fr.ee Workplace (Grants).

In addition, the following provisions are applicable to this agreement which provides Federal financial assistance authorized by statute.

1. Definitions
2. Allowable Costs
3. Audit Requirements
4. Standard Patent Rights
5. Data Collection
6. Protection of Individual Privacy
7. Rights in Data
8. Restrictions on Printing
9. Other Administrative Provisions and Assurances
10. Order of Precedence

DATE 7/95

1. DEFINITIONS. Throughout this assistance agreement, the following terms shall have the meanings set forth below:

   a. The term "Secretary" means the Secretary of the Department of Transportation or his duly authorized designee.

   b. The term "Departmenr means the Department of Transportation (DOT).

   c. The term "Agency" means the National Highway Traffic Safety Administration (NHTSA).

   d. The term "Contracting Office· or "CO" means any person authorized to execute the agreement on behalf of the NHTSA

   e. The term "Contracting Officer's Technical Representative" or "COTR" means the CO's authorized representative responsible for the programmatic/technical administration of the agreement, the evaluation of performance under the agreement, the acceptance of technical reports, and for other specific responsibilities as may be stipulated in various provisions of the agreement

   f. The term "Grantee" means the recipient of the award of the assistance agreement, whether a grant or cooperative agreement, and includes the following:

      (1) States, local governments or Federally-recognized Indian tribal governments as defined in 49 CFR Part 18.

      (2) Nonprofit orgamzations including public and private institutions of higher education, public and private hosp als, and other quasi-public and private nonprofit organizations as further described in 49 CFR Part 19.

      (3) Commercial organizations including small and large businesses organized for profit; organizations which are not otherwise included among those specified in 49 CFR Part 18 or 49 CFR Part 19: or international organizations.

   g. The term "Third-Party Contract" means any legal instrument entered into betw-een the grantee and a third party, or any lower tier, for the peliormance of a portion of the effort provided for under this assistance agreement and includes contracts, grants, and cooperative agreements.

   h. The term "Third-Party Contracto· means the recipient of a "Third-Party Contract."

   i. The acronym "OMB" means the Office of Management and Budget.

   j. The acronym "FAR" means Federal Acquisition Regulation

2. ALLOWABLE COSTS.

   a. Payments up to the amount specified in the ass1stance agreement shall be made only for costs determined by the CO to be allowable, allocable and reasonable in peliorming the effort under the agreement in accordance with its terms and with the followtng cost principles:

      (1) OMB Circular A-21 (applicable to educational institutions).

      (2) OMB Circular A-87 (applicable to State and local governments and Federally-recognized Indian tribal govern(Tlents).

      (3) OMB Circular A-122 (applicable to non-profit organizations).

      (4) FAR 31.2 (applicable to all other organizations).

   b. During performance of this assistance agreement, certain direct cost expenditures, not itemized in the approved budget, may become necessary. In order to avoid subsequent disallowances, or dispute based on unreasonableness or unallocability, written agreement in advance of the incurrence of such costs is appropriate. In addition, selected cost principles contain a number of items of cost for which prior approval is required. Direct cost expenditures requiring such written notification from the CO mclude, but are not limited to, the following:

      (1) Purchase or rental of any item of general purpose equipment having a useful life of more than two years and an acquisition cost of $500 or more: and all items of office and automatic data processing equipment, regardless of cost, if not itemized in the approved budget.

(2) Purchase or rental of any item of special purpose equipment having a unit cost of $1,000 or more if not itemized in the approved budget.

(3) Personnel movement of a special or mass nature not itemized in the approved budget. (4) Foreign

travel (each separate trip) not itemized in the approved budget.

(5) Domestic travel when not included in the approved budget or when the cumulative travel expenditures will exceed the approved travel budget by $500 or 25%, whichever is greater.

(6) Consultant and professional services not itemized in the approved budget.

(7) Subcontracts not identified in the approved budget, except those for incidental supplies, materials, and general support services.

(8) Purchase or lease of any interest in real property, or improvements in real property not itemized in the approved budget

c. NHISA may provide in advance for costs to be incurred or reimburse costs accrued by the grantee up to thmaximum amount of the federal assistance payable for the period of performance. However, payment of such costs, whether in advance or by reimbursement, shall not constitute a final determination by NHTSA of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the assistance agreement committed by the grantee. NHTSA shall make a final determination as to the allowability only after the final audit is completed, if required, or at the time of final payment.

d. NHISA shall not be obligated to reimburse the grantee for outlays (costs) in excess of the Federally-funded amount of the assistance agreement unless and until the CO executes a modification which increases the Federally-funded amount. The Federally-funded amount is the amount actually obligated under the agreement which may be less than or equal to the budgeted Federal share of the agreement.

3. AUDIT REQUIREMENTS.

a. If this assistance agreement is with an institution of higher education. hospital or other nonprofit organization. the grantee shall conduct audits in accordance with the provisions of OMS Circular A-133. "Audits of Institutions of Higher Education and Other Nonprofit Organizations."

b. If this assistance agreement is with a State or local government or Federally-recognized Indian tribal government, the grantee shall obtain audits in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7), as provided in 49 CFR Part 18.26.

c. If this assistance agreement is with a commercial organization, the following conditions shall be applicable:

(1) Examination of costs- The grantee shall maintain--and the CO or representatives of the CO shall have the right to examine and audit-books, records, documents. and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk. tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to havebeen incurred or anticipated to be incurred in performing this agreement. This right of examination shall include insp"ection at all reasonable times of the grantee's facilities, or parts of them, engaged in performing the agreement.

(2) Reports- If the grantee is required to furnish cost, funding, or performance reports. the CO or representatives of the CO shall have the right to examine and audit books, records or other documents, and supporting materials, for the purpose of evaluating (a) the effectiveness of the grantee's policies and procedures to produce data compatible with the objectives of these reports and (b) the data reported.

(3) AvailabilityThe grantee shall make available at its office at all reasonable times the materials described in paragraph (1) above, for examination. audit or reproduction. until the later of 3 years after final payment or any resulting final settlement of a termination, appeal, litigation or claim, or for any shorter period specified in FAR Subpart 4.7, Records Retention, or for any longer period required by statute.

(4) Except as otherwise provided in FAR Subpart 4.7, Records Retention, the grantee may transfer computer data in machine readable form from one reliable computer medium to another. The grantee's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The grantee's choice of form or type of materials described in paragraphs (1) and (2) of this clause affects neither the grantee's obligations nor the Government's rights under this clause.

(5) The grantee shall insert a clause containing all the terms of this paragraph c in all third-party contracts over $10,000 with commercial organizations under this agreement, altering the clause onty as necessary to identify properly the parties and the CO under the NHTSA prime agreement.

4. STANDARD PATENT RIGHTS. [The clause at 37 CFR Part 401.14(a). as modified below (or as further modified in accordance with the provisions of 37 CFR Part 401). shaH be applicable to all assistance agreements involving the performance of research and development efforts by small business firms. non·profit organizations, State, local, and Federally·recognized Indian tribal governments, and, unless otherwise provided, by other commercial organizations.)

The following modifications to the clause at 37 CFR Part 401.14(a) apply:

a. The parenthetical information shall be removed from the title of the clause:

b. The terms "contract" and "contractor" shall be replaced by the terms "assistance agreement" and "grantee," respectively, as defined in these General Provisions (except that the grantee may modify these terms pursuant to paragraph (g)(1) of the clause for use in third·party contracts);

c. The terms "agency," "Federal agency," and "funding Federal agency" shall be replaced by the term "NHTSA" (except that the grantee may modify these terms pursuant to paragraph (.Q){1) of the clause for use in third-party contracts):

d. The terms "subcontract(s)" and "subcontracto(' shall be replaced by the terms "third-party contract(s) and "third-party contractor," respectively, as defined in these General Provisions;

e. The terms "to be performed by a small business firm or domestic non-profit organization" shall be deleted from paragraph (g)(1) of the clause: .

f. The following subparagraph shall be added at the end of paragraph (f) of the clause:

(5) The grantee agrees to provide, upon request by the CO, periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to NHTSA pursuant to paragraph (c)(1) and/or a report {DO Form 882) prior to the close-out of the assistance agreement listing all subject inventions or stating that there were none.

g. Paragraphs (g)(2) and (g)(3) of the clause shall be deleted: and

h Paragraph (I) of the clause, entitled "Comm.unications," shall read as follows:

(I) Communications. All notiftcations required by this clause shall be submitted to the NHTSA CO.

5. DATA COLLECTION. (Paperwork Reduction Act of 1980) [This clause shall be applicable to all assistance agreements'involving the collection of information as defined in 5 CFR 1320.7.]

a. OMS requires review and approval of plans and reports used to collect identical information from 10 or more persons (other than Federal employees) under assistance agreements sponsored by NHTSA. A collection of information undertaken by a grantee is considered to be "sponsored" by NHTSA only if:

(1) The grantee is collecting information at the specific request of NHTSA; or

(2) The terms and conditions of the agreement require specific approval by NHTSA of the collection of information or the collection procedures.

b. Unless otherwise specified, data collection conducted under the assistance agreement is the responsibility of the grantee, and NHTSA support of the effort does not const1tute NHTSA approval of the survey design,

questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data is being collected for, or in association with, NHTSA or any Federal agency without the specific written approval of such data collection plan or device by NHTSA. However, this requirement is not intended to preclude mention of NHTSA support of the effort in response to any inquiry or acknowledgment of such support in any publication of this data.

6. PROTECTION OF INDIVIDUAL PRIVACY. [This clause shall be applicable to all assistance agreements under which the grantee, or its employees, or its third-party contractors, administer any system of records on individuals on behalf of the Federal Government.]

a. Privacy Act Notification. The design, development, or operation of any system of records on individuals to accomplish a Government function is subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable regulations. Violation of the Act may involve the imposition of criminal penalties.

b. The grantee agrees to:

(1) Comply with the Privacy Act of 1974 (the Act), and rules and regulations issued pursuant to the Act when performance. under this agreement involves the design, development, or operation of any system of records on individuals to be operated by the grantee, its employees, or its third-party contractors to accomplish a Government function.

(2) Notify the NHTSA CO when the grantee anticipates operating a system of records on individuals on behalf of the Government in order to accomplish the requirements of this agreement, if such system contains information about individuals which will be retrieved by the individual's name or other particular identifier assigned to the individual. A system of records on individuals subject to the Act may not be employed in the performance of this agreement until the necessary approval and publication requirements applicable to the system have been carried out. The grantee agrees to collect, maintain, disseminate, and use such records in accordance with the requirements of the Act, and comply with all applicable requirements of the Act

(3) Include the Privacy Act Notification contained in this agreement in every solicitation and in every resulting third-party contract and in every third-party contract awarded without a solicitation, when the performance of work under the third-party contract requires the design, development. or operation of a system of records on individuals that is subject to the Act;

(4) Include this clause b, including this paragraph, in all third-party contracts under this agreement which require the design, development, or operation of such a system of records on behalf of the Government.

c. For purposes of the Privacy Act, when the agreement involves the design, development, or operation of a system of records on individuals to accomplish a Government function, the grantee, its employees, and its third-party contractors are considered to be employees of the Government with respect to the Government function, and the requirements of the Act, including civil and criminal penalties for violation of the Act, are applicable. In addition, failure to comply with the provisions of the Act or of this clause will make this agreement subject to termination.

d. The terms used in this clause have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government, including the collection, use, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the grantee on behalf of the Government including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that -contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or photograph.

(3) "System of records on individuals" means a group of any records under the control of the grantee on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol, or other particular assigned to that individual

7. RIGHTS IN DATA. [This clause is applicable in its entirety to all assistance agreements and third-party contracts, except those involving State, local, and Federally-recognized Indian tribal governments, for which this clause applies only where not inconsistent with 49 CFR 18.34, and Nonprofit Organizations, for which this clause applies only where not inconsistent with 49 CFR 19.36.]

a. Definitions.

(1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

(2) "Data" as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing, or management information.

(3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance specifications, but specifically excludes the source code, algorithm, process. formulae, and flowcharts of the software.

(4) "Limited Rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph g(2).

(5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, but only to the extent that the data pertains to items, components, or processes developed at private expense, including minor modifications thereof.

(6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software

(7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph g(3), or as otherwise may be provided in a collateral agreement incorporated in and made part of this agreement, including minor modifications of such computer software.

(8) "Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

(9) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

b. Allocation of rights.

(1) Except as provided in par graph c of this clause regarding copyright, the Government shall have unlimited righ!s in- (i) Data first produced in the performance of this agreement;

(ii) Form, fit, and function data delivered under this agreement;

(iii) Data delivered under this agreement (except for restricted computer software) that constitutes manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or otherwise furnished for use under this agreement; and

(iv) All other data delivered under this agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph g of this clause.

(2) The grantee shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance of this agreement unless provided otherwise in paragraph d of this clause:

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph g of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights or copyright notices and to take other appropriate action, in accordance with paragraphs e cmd f of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph c(1) of this clause.

c. Copyright.

(1) Data first produced in the performance of this agreement. Unless provided otherwise in paragraph d of this clause.the grantee may establish, without prior approval of the CO, claim to copyright subsisting in scientific and technical articles based upon or containing any data first produced in the performance of this agreement and published in academic. technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the CO is required to establish claim to copyright subsisting in all other data first produced in the performance of this agreement. When claim to copyright is made, the grantee shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data are
delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

For data other than computer software the grantee grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the grantee grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable- worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government

(2) Data not first produced in the performance of this agreement. The grantee shall not. without prior written permission of the CO, incorporate in data delivered under this agreement any data not first produced in the performance of this agreement and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the grantee identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph c(1) of
this clause; provided. however, that if such data are computer software Government shall acquire a copyright license as set forth in subparagraph g(3) of this clause or as otherwise may be provided in a collateral agreement incorporated in or made part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph c, and to include such notices on all reproductions of the data.

d. Release. publication and use of data

(1) The grantee shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance of this agreement, except to the extent that such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this agreement.

(2) The grantee agrees that to the extent it receives or is given access to data necessary for the performance of this agreement which contains restrictive markings, the grantee shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the CO.

e. Unauthorized marking of data.

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with the notices specified in subparagraphs g(2) or g(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this agreement, the CO may at any time either return the data to the grantee, or cancel or ignore the markings. However,
the following procedures shall apply prior to cancelling or ignoring the markings:

(i) The CO shall make written inquiry to the grantee affording the grantee 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) The grantee fails to respond or fails to provide written justification to substantiate the propriety markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the CO for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the grantee provides written justification to substantiate the propriety of the markings within the period set in subdivision e(1)(i) of this clause, the CO shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the CO determines that the markings are authorized, the grantee shall be so notified in writing. If the CO determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the CO shall furnish the grantee a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the grantee files suit in a court of competent jurisdiction within 90 days of receipt of the CO's decision. The Government shall continue to abide by the markings under this subdivision e(l)(iii) until final resolution of the matter either by the CO's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions) or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph e(1) of this clause may be modified in accordance with regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

f. Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph g of this clause, or the copyright notice required by paragraph c of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the grantee may request, within 6 months (or a longer time approved by the CO for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the grantee's expense, and the CO may agree to do so if the grantee-

(i) Identifies thdata to which the omitted notice is to be applied; (ii)

Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The CO may also (i) permit correction at the grantee's expense, of incorrect notices if the grantee identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

g. Protection of limited rights data and restricted computer software.

(1) When data other than that .listed in subdivisions b(1)(i), (ii), and (iii) of this clause are specified to be delivered under this. agreement and qualify as either limited rights data or restricted computer software, if the grantee desires to coRtinue protection of such data, the grantee shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding, the grantee shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that is formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph g(l) of this clause, the agreement may identify and specify the delivery of limited rights data, or the CO may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the grantee may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject.to the provisions of paragraphs e and f of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under NHTSA Agreement No.------,-- - --::-- --- These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the grantee, be used for purposes of manufacture or disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors. (ii) Evaluation

by nongovernment evaluators.

(iii) Use (except for manufacture) by other grantees or contractors participating in the Government's program of which the agreement is a part, for information and use in connection with the effort or work performed under each agreement or contract.

(iv) Release to a foreign government, or instrumentality thereof, as the interests of the United States may require, for information or evaluation by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part. (End of notice)

(3){i) Notwithstanding subparagraph g(1) of this clause, the agreement may identify and specify the delivery of restricted computer software, or the CO may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the grantee may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs e and f of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE

(a) This computer software is submitted with restricted rights under NHTSA Agreement No. ———————————— It may not be used, reproduced or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the agreement.

(b) This computer software may be--

{1) Used or copied for use in or with the computer for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
(2) Used or copied for use in a backup computer if any computer for which it was acquired is non-operative;
(3) Reproduced for safekeeping (archives) or backup purposes:
(4) Modified, adapted, or combined with other computer oftware, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restrjcted rights; and
(5) Disclosed to and reproduced for use by support service contractors in accordance with subparagraphs (b)(1) through {4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions. with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated 1n, or incorporated in the agreement.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part. (End of notice)

(3)(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE -SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in NHTSA Agreement No. ———————— with (name of Grantee).

(End of notice)

(3)(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph b of this clause, unless the grantee includes the following statement with such copyright notice: "Unpublished-rights reserved under the Copyright Laws of the United States."

h. Third Party Contracts. The grantee has the responsibility to obtain from its third-party contractors all data and rights therein necessary to fulfill the grantee's obligations to the Government under this agreement. If a third-party contractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the CO and not proceed with the third-party contract award without further authorization.

i. Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

8. RESTRICTIONS ON PRINTING.

a. Government Printing and Binding Regulations are publishedby the Joint Committee on Printing, Congress of the United States. These regulations are applicable to NHTSA when NHTSA bears the entire cost of printing of materials exclusively for its own use.

b. This assistance agreement is not made primarily or substantially for the purpose of typesetting or having material printed for NHTSAuse.

c. The grantee may reproduce reports, data, or other written material required under the terms of the agreement for the use of NHTSA, provided that the material duplicated does not exceed 5,000 units of only one page, or that items consisting of multiple pages do not exceed 25,000 units in the aggregate. Grantees must advise the CO if the estimated quantities will exceed these ceilings so that Departmental/Committee approval can be obtained.

d. These restrictions do not preclude the writing, editing, preparation of manuscript copy and related illustrative material, or the publication of findings by grantees: or the administrative printing requirements of the grantee required for its own 1.1se to respond to the terms of the agreement.

9. OTHER ADMINISTRATIVE PROVISIONS AND ASSURANCES.

a. No Government Obligations to Third Parties. Absent its specific consent, the NHTSA shall not be subject to any obligations or liabilities with respect to any person or entity not a party to this agreement in connection with performance under the agreement, notwithstanding its concurrence in or approval of the solicitation or award of any third-party contract.

b. Severability. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

c. The grantee assures and certifies that no member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of this assistance agreement, or to any benefit arising from it. And further, it shall comply with the provisions of 18 U.S.C. 1913 which prohibits the direct or indirect use of any funds appropriated by Congress to pay for any personal service, advertisemer:1t, telegram, telephone, letter, printed or written matter, or any other device intended or designed to influence a member of Congress, to favor or oppose any legislation or appropriation, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation

d. The grantee warrants that it has not paid and agrees not to pay any bonus, commission or fee for the purpose of obtaining approval of its application for the financial assistance agreement.

e. The grantee assures that it shall comply with all applicable provisions of Federal, State and local law. Nothing in this agreement shall require the grantee to observe or enforce compliance with any provision hereof, perform any other act or do any other thing in contraventio of applicable State or territorial law; provided that if any of the provisions of the agreement violates any applicable State or territorial Jaw. o if compliance with any of the provisions of the agreement would require the grantee to violate any applicable State or territorial law, the grantee will at once notify the CO in writing in order that appropriate modifications may be made to. the agreement to remedy the violation.

All limits and standcHds set forth in this agreement are minimum requirements. and shall not affect the application of more stringent State or local standards; provided. however. that in its procurement actions under this agreement, the grantee shall not give any preference to o discriminate against goods and services produced or manufactured in any country, State, or other geographical area. except as provide·d i paragraph f below.

f. The grantee assures and certifies that all manufactured products. steel. and cement used in carrying out this agreement are produced in tr United States. in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097). unless the Secretary of DOT has determined under Section 165 that it is appropriate to waive this requirement.

10. ORDER OF PRECEDENCE.

In the event of any inconsis ency between any provisions of this agreement, the following order of precedence shall apply:

a. Statement of Purpose (excluding the grantee's proposal, if incorporated). b.

Special provisions contained in the assistance agreement.

c. General Provisions, whether referenced or stated in full text, contained herein. d. The

grantee's proposal (if incorporated).

49 CFR Part 29 - Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

Instructions For 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 that 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. 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 Nonprocurement 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 it and 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 records, making false statements, or receiving stolen property;

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

(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.

_____ _____

Signature/Authorized Certifying Official Typed Name and Title

_____ _____

Applicant/Organization Date Signed

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For 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 had 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which 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 this 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.

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 covered transactions, 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 Nonprocurement 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 AN 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.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

49 CFR Part 29 - Appendix C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions for Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS--

ALTERNATE I. (GRANTEES OTHER THAN INDIVIDUALS)

A. The grantee certifies that it will or will continue to 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 an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ( ) if there are workplaces on file that are not identified here.

_____ _____

Signature/Authorized Certifying Official Typed Name and Title

_____ _____

Applicant/Organization Date Signed

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

REQUIREMENTS-- ALTERNATE II. (GRANTEES WHO ARE

INDIVIDUALS)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within
10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

49 CFR Part 20 - Appendix A

CERTIFICATION REGARDING LOBBYING

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 an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

Attachment 8

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application ☐ **Construction** ☐ **Non-Construction**	Pre-application ☐ **Construction** ☐ **Non-Construction**	**2. DATE SUBMITTED**	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name:	**Organizational Unit:**
	Department:
Organizational DUNS:	Division:
Address:	**Name and telephone number of person to be contacted on matters involving this application (give area code)**
Street:	Prefix: / First Name:
City:	Middle Name
County:	Last Name
State: / Zip Code	Suffix:
Country:	Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* ☐☐-☐☐☐☐☐☐☐	Phone Number (give area code) / Fax Number (give area code)

8. TYPE OF APPLICATION: ☐ **New** ☐ **Continuation** ☐ **Revision** If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) Other (specify)
	9. NAME OF FEDERAL AGENCY:
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: ☐☐-☐☐☐ TITLE (Name of Program):	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):*	
13. PROPOSED PROJECT Start Date: / Ending Date:	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant / b. Project

15. ESTIMATED FUNDING:		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**	
a. Federal	$ .00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:	
b. Applicant	$ .00		
c. State	$ .00		
d. Local	$ .00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372	
e. Other	$ .00	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
f. Program Income	$ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**	
g. TOTAL	$ .00	☐ Yes If "Yes" attach an explanation. ☐ No	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix	First Name	Middle Name
Last Name		Suffix
b. Title		c. Telephone Number (give area code)
d. Signature of Authorized Representative		e. Date Signed

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$ 0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$ 0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual					0.00
g. Construction					0.00
h. Other					0.00
i. Total Direct Charges *(sum of 6a-6h)*	0.00	0.00	0.00	0.00	0.00
j. Indirect Charges					0.00
k. TOTALS *(sum of 6i and 6j)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
7. Program Income	$	$	$	$	$ 0.00

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)

Prescribed by OMB Circular A-102

Previous Edition Usable

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	$	$	$	$ 0.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL *(sum of lines 8-11)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 0.00	$	$	$	$
14. Non-Federal	0.00				
15. TOTAL *(sum of lines 13 and 14)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL *(sum of lines 16-19)*	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (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), which prohibits discrimination on the basis of handicaps; (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 Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
	April 25, 2012