



Bureau of Transportation Safety and
Technology

Traffic Safety Unit

Policies and Procedures Guidelines

EFFECTIVE: January 2018

Traffic Safety Unit

NHTSA Grant Administration and Procedures

1. Mission of the Bureau of Transportation Safety and Technology, Traffic Safety Unit

The mission of the Bureau of Transportation Safety and Technology, Traffic Safety Unit (TSU) is to improve the quality of life for the traveling public by reducing the number of motor vehicle fatalities, injuries and crashes on the roadways in Kansas. The TSU influences human behavior by identifying problems and implementing effective educational and enforcement programs.

A. Contractor Role

To fulfill the mission of the TSU, contractors provide enforcement, educational programs and informational campaigns designed to change the behavior of the drivers and passengers on our state's highways and streets.

B. Delivering the Message

As an ambassador, it is essential that uniformity and consistency is maintained in delivering the message of traffic safety. The goal of providing a safe transportation system can only be achieved with a clear and concise message which the public understands.

2. Safety Section Responsibilities

The responsibility of the TSU is to administer Federal funds received from the National Highway Traffic Safety Administration (NHTSA) and state funding, addressing driver behavior and environmental safety. Funds are used to develop and implement a statewide highway safety program designed to reduce fatalities, injuries and property damage resulting from traffic crashes and associated incidences. The primary functions of the TSU include:

- Develop and implement a Highway Safety Plan to identify and solve problems related to highway safety issues;
- Maintain an inventory of equipment, vehicles, and other items purchased with Federal safety funds;

- Address nationally identified priority areas, including impaired driving countermeasures, occupant protection, distracted driving, police traffic services, emergency medical services, traffic records, motorcycle safety, pedestrian safety, and bicycle safety;
- Coordinate highway safety activities with other agencies and organizations in the state;
- Support legislative activities and act as technical expert on safety issues;
- Support development and implementation of the Strategic Highway Safety Plan; and
- Develop and complete an annual performance report.

3. TSU Fundamental Duties and Activities

A. Project Monitoring Guidelines

INTERNAL TSU SECTION POLICY EFFECTIVE JANUARY 2018

The purpose of project monitoring is to ensure successful completion of contract goals and objectives by working in a positive partnership with the contractor and assisting through guidance and feedback. The TSU staff project monitor will use the necessary level of monitoring required on each project.

On-site monitoring should include a review of program objectives and guidelines as detailed in the contract, milestones and activities completed-to-date based upon the contract work plan and timeline, and other significant progress made to meet program objectives. Monitoring can also include a check of the financial documents and inventory items, depending upon the schedule as outlined for the year. It is imperative that all items on the Project Monitoring Form be addressed and completed (*see Appendix I*).

TSU Staff will be responsible for project oversight that may include, but is not limited to, the following:

- Project conferences;
- Contract timelines;
- Review and approve reimbursement vouchers;
- Review of financial records and audit as required;
- Mid-year review for contract modification;
- Contract review for compliance with contract goals;
- Review of inventory as needed for compliance;
- Quarterly reports;
- Final reports;
- Correspondence in all assigned program areas and dissemination of all pertinent information to management as needed;
- Efficient use of travel time to avoid time loss on project administration;

- Ensure all pertinent contract documents are in the contract file;
- Effective communication between TSU and contractors; and
- Distribution of information and knowledge to management and staff on a regular basis.

B. Specific Guidelines

1. **Project Conferences** are conducted at the beginning of each program or program year to ensure that the contractor and the TSU are interpreting the contract objectives in the same manner. Project Conferences are required for annual grants in excess of \$100,000. Exceptions to this policy may be made by management under appropriate circumstances. These conferences are set up within the first 30 days of the contract start date. The TSU Staff is responsible for making the appointment and arranging the required attendees. A Project Conference form (**Appendix 2**) will be filled out by the TSU Staff and signed by all parties present. The term “Project Period,” refers to the total length of the grant. The term “Contract Period,” refers to the segments of the Project, typically this is annually. Project Conferences are not necessary for TSU internal Contracts (Transportation Safety and Technology Bureau Chief to Traffic Safety Manager). The form is located on the Traffic Safety Section network drive.
2. **Contract Timeline** is an integral part of every contract. The TSU staff is required to monitor the contractual timeline as it corresponds to the objectives listed in the grant. TSU Management or TSU staff have the discretion to seek additional information from the contractor concerning inconsistencies or clarifications of a contract timeline.
3. **Monthly Reimbursement Vouchers** (MRV’s) are received on a regular basis. They should be monitored for accuracy and adherence to contracted categories. The MRV should be compared to the contract to ensure that the contractor is requesting reimbursement within the proper categories within the contracted amounts. MRV forms should be printed on green paper. A sample MRV is available on the KDOT shared network drive (**Appendix 3**). Supporting documentation must be submitted with each request for reimbursement. TSU staff must initial each payment prior to processing by the TS Accountant. Supporting documentation can include, but is not limited to: time sheets, packing slips, credit card receipts, travel vouchers, and other documentation that will provide a level of detail for the purchases seeking reimbursement. Each voucher must be reviewed and approved by at least two people in the TSU.

All MRVs will be accompanied by source documents for all expenditures claimed by the contractor/grantee. These source documents will include, but are not limited to:

- Time sheets and activity reports;
- Vendor invoices;
- Receipts;

- Interfund voucher (other state agencies);
- Travel documentation;
- Mileage logs;
- General ledger reports showing employee benefits;
- Etc.

It is important that expenses are charged to the appropriate State or Federal fiscal year. A date is established by the first significant event, which is typically the order or activity date. All staff must be conscious of this date and verify the appropriate fiscal year for reimbursement from NHTSA or any other agency. If in doubt, please seek the advice of TSU Management.

4. **Contract Review** for compliance with contract requirements should be ongoing. Any problem should be noted and TSU managers should be made aware of concerns. The TSU staff is tasked with informing TSU management of any concerns or problems relating to contractual obligations and will be instrumental in resolving the issue.
5. **Quarterly Reports** are required from most contractors and are due by the 30th of the month following the end of the quarter. These reports are reviewed by the TS staff. As a guideline, all annual contracts exceeding \$100,000, excluding grants/contracts for advertising at event venues, will be required to report quarterly. All other contracts excluding Special Traffic Enforcement Programs (STEP) and Impaired Driving Deterrence Programs (IDDP) will be required to report annually or as TS management deems necessary. STEP, Night Time Safety Belt Enforcement (NSBE) and IDDP contracts are required to report 30 days after the enforcement activity or mobilization has ended. The TS Project Management may provide exceptions to this policy.
6. **Final Reports** may be required. These are provided by contractors to include all contracted activities or problems encountered with compliance. This report should be reviewed, and all contractual deficiency corrected, or a notation of why the compliance does not exist. This report, if required, is due to the TSU Section office 30 days after the contract end date. Final reports for advertising contracts/grants should include, at a minimum, exposure rates and demographic data of those exposed to the ads.
7. **Inventory Purchases** exceeding \$5,000 must be approved by NHTSA Regional Office prior to acquisition. The purchase cannot and will not be made without approval from the NHTSA Regional Office. A letter must be drafted to the Regional Office in Kansas City addressing the following:
 - Cost;
 - Item requested;
 - Planned activity with item;
 - Project number;

- NHTSA funding source; and
- Expected outcomes

8. **Review of Inventory** will be completed annually in accordance with established TSU Section guidelines. The TSU Staff will be responsible for inspecting and tagging all new authorized inventory purchases relating to their assigned contract(s). TSU staff should read and follow the Federal Inventory Guidelines to ensure compliance with Federal rules.

9. **Notice to Proceed** will be produced by the TSU Accountant annually. This letter will include: the contract amount; length of contract; contract and project numbers; and reporting requirements (**see Appendix 4 for NTP and all other contract documents**).

10. **Contract Monitoring** will be an on-going activity of the TSU office and staff. On-site visits, e-mail correspondence, desk monitoring, and activity reports are all types of acceptable monitoring. As a general guideline, any contract exceeding \$100,000 annually, may require one on-site or face to face monitoring contact in addition to the project conference, excluding grants/contracts for advertising at event venues. This monitoring should be conducted near the half-way point of the contract year, if deemed necessary. There shall also be two monitoring contacts via phone during the contract year, one in the second quarter and one during the fourth quarter. As a general guideline all contracts/grants under \$100,000, excluding STEP, NSBE, IDDP and advertising at event venues require two phone and/or two email contacts per year, or as deemed reasonable by management. The TSU office or a TSU representative will conduct on-site, during planned activity, monitoring of five randomly selected STEP, monitoring of five randomly selected NSBE and five randomly selected IDDP contracts annually. The TS Project Management may approve exceptions to this policy. **All monitoring activities should be documented and placed in the contract or project file.**

11. **OMB Circular A-133 Audits-** The KDOT Fiscal Office will notify the KDOT TS office in addressing the findings identified in an A-133 Audit by a Traffic Safety contractor. The KDOT Fiscal Office has outlined procedures to address any findings in an A-133 Audit. As part of each award, the awarded entity will be made aware of the Federal regulations surrounding when an A-133 Audit must be conducted and the procedures for reporting. If a not-for-profit entity receives more than \$750,000 in Federal grant funding, this entity must perform an A-133 Audit. A copy of this report must be sent to each agency that distributes Federal funding to the entity. Findings, if any, must be addressed within six months after receipt of the sub-recipient audit report.

A. **After KDOT's fiscal year end** (6/30): Letters are drafted to any sub-recipients receiving Federal pass-through funds in the State's prior fiscal year. The letter includes a list of payments that KDOT paid to the sub-recipient during the year and a Single Audit Confirmation form. The Single

Audit Confirmation Form is to be completed and returned to KDOT confirming if a single audit was necessary for their entity, and if so, any audit findings for their most recent fiscal year ended.

B. KDOT's Response to Sub-Recipient Finding: Once KDOT is made aware of a finding relating to a Federal program, KDOT must review the finding and determine the impact. According to 2 CFR 200.521, the pass-through entity (KDOT) has six months from being made aware of the finding to issue a decision on the finding and ensure that the sub-recipient takes appropriate timely corrective action. Ideally, the sub-recipient should notify KDOT immediately once any audit/review process where an issue related to a Federal award has been identified.

- Once the Federal Aid Section of KDOT is aware of the finding, the information is promptly passed along to the Program Manager/Bureau Chief where the award originated.
- The Program Manager/Bureau Chief is asked to review the finding and contact the sub-recipient to resolve the issue and work with the sub-recipient to correct the issue.
- KDOT Fiscal/Federal Aid will help the Program Manager in developing a way to monitor the issue in the future. It is the responsibility of the Program Managers to monitor and ensure the corrective action is occurring. Most corrective action is reviewed during the next program reviews for that sub-recipient.
- Most corrective action requires a return of some Federal dollars.
- The resolution should be communicated back to KDOT Fiscal/Federal Aid for our files.
- If no resolution is forthcoming, KDOT Fiscal/Federal Aid will remind the Program Manager of the six-month time frame stated in A-133 that is required for KDOT to be in compliance and continue to follow-up until the issue has been resolved.

To date, the findings that KDOT has encountered are sub-recipients claiming unallowable costs. In these cases, the Program Manager has sent letters out requesting the return of overpaid funds. KDOT has promptly processed a credit billing to return the funds to the awarding Federal agency which usually occurs prior to KDOT collecting the monies from sub-recipient. The Program Manager is asked to review allowable/unallowable costs with the sub-recipient and is expected to review all invoices/billings more closely for these items.

C. Contract Flow (see Appendix 4 for examples of contract documents):

- Engage potential vendor on high level idea and/or concept;
- Create draft agreement;
- Approval of traffic safety management staff;
- Route to vendor for draft approval, no signatures;
- Route to KDOT Chief Council for review and additional State of Kansas legal documents;
- Route to vendor for signatures, signed hard copy back from vendor;
- Route to KDOT Chief Council for final review;
- KDOT signatures;
- Distribute to TS accountant for processing.

12. Program Income

Under 2 CFR 200.307 the collection of program income is allowed. KDOT TSU Staff must make TSU management aware of any program income. Due to the complexities and additional monitoring surrounding program income, it is very unlikely that KDOT will award a grant that has program income.

4. Federal Inventory

Federal inventory is classified by State of Kansas regulations as all fixed and moveable property, which has a unit cost of \$5,000 or more, and an expected serviceable (useful) life of longer than one year. Inventory purchased with Federal funds which are administered by TSU must be listed in the Detailed Inventory Listing computer system maintained by the Traffic Safety office network drive.

The unit cost of the inventory item means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property useable for the purpose for which it was acquired. The unit cost also includes the freight or postage (as defined in the Department of Administration, Division of Accounts and Reports, Policy and Procedure Manual, File No. 13,001, pg. 10, paragraph 6.e.).

The date of acquisition for the property is the date (month and year) when the property is acquired by the contractor.

The contractor shall use the property for the intent and purpose for which it was acquired, whether or not the project continues to be supported by Federal funds.

The Contractor shall use an inventory control system as a safeguard against the loss, damage, or theft of property. Any loss, damage, or theft of property shall be investigated and fully documented.

Adequate maintenance procedures shall be implemented by the contractor to keep the property in good condition. The TSU staff or representative, in conjunction with the contractor, will be responsible for physically verifying inventory annually. A detailed

inventory list of all items and inspection procedures will be forwarded to contractors on a timely basis.

If the property is determined to have no further use value, or if it has exceeded its useful life, the property will be released to the contractor and there will be no further Federal interest. This result will also cause the TSU staff to draft a letter to the NHTSA Regional Office requesting release of the item(s). Property which becomes obsolete prior to the end of its originally estimated useful life shall be considered to have no further useful value.

If the property is traded in prior to the conclusion of its useful life, the Federal Government shall retain an interest in the new property. The amount of interest shall be computed by applying the percentage of Federal participation in the original project to the property. The TSU must give prior approval to contractors wishing to trade in property with a remaining useful life.

Property, with a remaining useful life, that is damaged or destroyed is replaced at the expense of the contractor. The Federal government shall retain an interest in the new property. The amount of interest shall be computed by applying the percentage of Federal participation in the original project to the new property. TSU shall be notified by the contractor of incidents of damage or destruction to federally funded property which has a remaining useful life.

If the contractor has no need for the property and the property has a further useful life, upon approval by the TSU, the contractor may sell the property or return the property to the TSU. If sold, the sub-grantee shall reimburse TSU an amount computed by applying to the sale proceeds, the percentage of Federal participation in the cost of the original project.

An accounting of all property shall be taken by the TSU and the contractor and the results reconciled with the property records of the TSU once every year. Any differences between quantities determined by the inventory and those shown in the accounting records shall be investigated to determine the cause of the difference. All Federal Inventory items with a value of \$5,000 or greater, will be inventoried by the TSU on an annual basis. Complete lists of all active inventories will be provided to the TSU staff, Project Coordinators, Contractors and any other party that is determined by the TSU to maintain this inventory. These guidelines will not replace any Federal requirements or special requirements that may be included in a specific contract. The TSU will retain the right to conduct verification audits at any time a need is determined to maintain inventory at the appropriate levels. Any issues arising from these inventory visits will be reported on the inventory inspection form which is located on the office network drive. In connection with the inventory, the existence, current utilization, and continued need for the property shall be verified.

A. Management Control System

1. Inventory purchases:

Prior to purchase, the TSU staff must seek and gain approval from the NHTSA regional office prior to any item exceeding \$5,000 (See NHTSA Memo Guidelines, **Appendix 5**).

When inventory is purchased by the contractor, TSU staff is notified by the receipt of the MRV. A copy of the invoice for the property must accompany the MRV. This notification shall be accomplished through current office processes and routing of vouchers.

Within 30 days of the MRV processing, the TSU staff will complete a “Purchase of Federal Inventory Route Inspection Form,” (**Appendix 6**) – Initial Purchase (yellow) form, assign Federal identification numbers and the assigned TSU staff will input the information into the computer system to become part of the Detailed Inventory Listing.

Within 60 days of the MRV processing, a field inspection will be made by the appropriate TSU staff or a TSU Contractor. At this time, the Federal Identification Number(s) will be affixed to the property and appropriate paperwork finalized including appropriate signatures of responsible parties.

2. Inventory Inspection

An annual accounting of all property shall be made by the contractor until the property has reached the end of its useful life.

At the time of any inspection, a “Federal Inventory Verification Record,” (see **Appendix 7**) will be completed by the assigned TSU staff member. This form is located on the Traffic Safety network drive.

Necessary changes shall then be entered into the computer by the TSU staff as part of the Detailed Inventory Listing. This would include the last date inventoried and any inconsistencies noted at the time of the physical inspection.

3. Release of Federal Interest

When the useful life of the property has expired, a “Release of Federal Interest,” letter is generated by the TSU staff. This letter notifies the contractor that the Federal Government no longer has an interest in the property. This information shall be entered into the inventory database and released inventory will be shown on an Inactive Listing. At this time, the yearly accounting for that property will cease. The TSU staff will draft a “Release of Federal Interest,” letter to the Regional NHTSA Office stating intentions to release the federal inventory item. Upon confirmation from the NHTSA Regional Office, the TSU staff generates a “Release of Federal Interest,” letter to the Contractor.

4. **Federal Inventory Useful Life Schedule – Revised March 13, 2009**

This schedule is to be used as a measure of the time period at the end of which the Federal Government would no longer have any equity. At the end of the time period, the ownership would be transferred to the sub-grantee. This table only applies to individual items that cost, in excess, of \$5,000 each.

A. Vehicles

AUTOMOBILES MILES	4 YEARS OLD OR 50,000
STATION WAGONS MILES	4 YEARS OLD OR 50,000
SUBURBANS, VANS MILES	4 YEARS OLD OR 60,000
TRUCKS UP TO 1 TON MILES	4 YEARS OLD OR 60,000
MOTORCYCLES	4 YEARS OR 50,000 MILES
MOTOR HOME, BUS	6 YEARS OR 75,000 MILES
AIRCRAFT	10 YEARS

B. Alcohol

BREATHALYZER	4 YEARS
GAS CHROMATOGRAPH	4 YEARS
INTOXIMETER	4 YEARS
INTOXILYZER	4 YEARS
SIMULATOR	4 YEARS
DUI TRAILER	4 YEARS

C. Police

LIGHT BARS	4 YEARS
SIRENS	4 YEARS
RADIOS	5 YEARS
RADAR, VASCAR, ETC	3 YEARS
SWITCH PANELS	4 YEARS
GPS	3 YEARS
SPEED TRAILER	4 YEARS
TOTAL STATION	4 YEARS

D. Driver's Education

SIMULATOR	8 YEARS
SEAT BELT CONVINCER	5 YEARS
ROLLOVERS	5 YEARS

5. Grant Management Roles and Responsibilities

A. General Work/Duty Description

TSU Staff play a critical and intricate role. Their duties include, but are not limited to:

- Point-of contact for TSU contracts;
- Provide the day-to-day work and monitoring, including project oversight;
- Learn and possess the details of the projects to oversee;
- Ability to answer questions and in general, become the expert for that program/contract;
- Work to become familiar with all other programs in the TSU;
- Research and propose new programs for implementation;
- Keep management staff up-to-date on activities within a specific program. This may include highlighting success stories and warnings of potential problems;
- Assist new hires in the TSU in Grant Management;
- Effective communication between the TSU office and the contractors; and
- Utilize and implement effective time management skills.

B. General Project Oversight

TSU Staff will be responsible for project oversight that will include, but is not limited to the following:

- Project conferences;
- Contract timelines;
- Ensure TS network drive, and/or contract files, contain all current grant information;
- Monthly reimbursement vouchers;
- Review of financial records as required;
- Monitoring and surveillance visits;
- Contract review for compliance with contract goals;
- Review of inventory as needed for compliance;
- Quarterly reports;
- Final reports and preparation of the NHTSA Final Report;
- Preparation of the NHTSA Highway Safety Plan;
- Correspondence in all assigned program areas, and dissemination of all pertinent information to management as needed.
- Efficient use of travel time to avoid time loss on project administration; and

- Completion of all risk assessment documents.

C. Project Assignment

TSU management will consider previous program knowledge, current workload, time involvement, and project location when determining the project or program assignment.

D. Risk Assessment

1. The intended effect of the Risk Assessment is to avoid payback of Federal funds, not to jeopardize receiving Federal funds. Risk Assessment criteria to be evaluated must be described in the announcement of funding opportunity described in §200.203 “Notices of Funding Opportunities,” when KDOT announces grant opportunities. KDOT’s Risk Assessment Tool must be utilized prior to making **any** Federal award to strengthen Federal grant-making decisions and improve outcomes.
 - A Risk Assessment must be completed for all Federal grants, regardless of agency.
 - A Risk Assessment must be completed for all sub-recipients, regardless of type.
 - A Risk Assessment must be done at the beginning of a new contract.
 - KDOT contractors do not need to complete a Risk Assessment for subcontractors.
 - Agencies that have a recent “Single Audit (OMB A-133 Audit),” are inherently lower risk agencies, unless there was a finding during the audit.
 - Sub-recipient specific monitoring requirements will be identified as a term and condition on the Federal sub-award document.
2. In compliance with the guidelines on government wide suspension and debarment, in 2 CFR part 180, KDOT will restrict Federal awards, sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in Federal programs or activities.
3. A Risk Assessment Form can be found in the TS Network drive “Risk Assessment,” folder (see example on **Appendix 8**).
4. When completing the Risk Assessment Form, ask sub-recipient if they have had any internal or external audits and what the findings were.
 - a. All you are doing is taking stock in how much oversight KDOT will provide to keep them on contract with the grant.
 - b. Did sub-recipient receive Federal funds from another source? Was there an audit? If so, what did the audit find?

- c. By law, they must accurately disclose all application information.
5. Upon completion of the Risk Assessment Form, it will be put with the TS network drive and the contract file for each sub-recipient.
6. Nothing in the new Risk Assessment process changes current KDOT Traffic Safety Policy, other than the Risk Assessment must be completed on all grantees.
7. KDOT must evaluate each sub-recipient's risk of noncompliance with Federal Statutes and regulations to determine an appropriate level of monitoring by determining how much risk the sub-recipient poses. The more risk, the more monitoring will be required by KDOT.
8. The main purpose of the Risk Assessment process is to provide preventative assistance before mistakes are made and funds have to be returned.
9. If a sub-recipient has a characteristic that commonly leads to contract issues, KDOT may require one or more of the following contractual conditions:
 - a. Targeted technical assistance;
 - b. Mandator training for sub-recipient;
 - c. More frequent documentation review;
 - d. Increased on-site visits and monitoring; and
 - e. Termination of the agreement.
10. Characteristics that commonly lead to contract issues:
 - a. Agency operates on total Federal allocation;
 - b. Bankruptcies;
 - c. Criminal activity;
 - d. Internal theft;
 - e. Known past fraud;
 - f. Significant audit findings;
 - g. New KDOT sub-recipient of Federal Award;
 - h. No Federal single audit during the previous year;
 - i. Claims that do not match the annual report;
 - j. New start-up businesses;
 - k. Had to previously return Federal funds;
 - l. Significant leadership and/or high turnover rates;
 - m. No business manager on board;
 - n. No cash balance to facilitate purchases upfront;
 - o. No dedicated accountant on staff; and
 - p. High turnover rates.
11. Federal Law 200.205 requires:

- a. *Review of OMB-designated repositories of government wide data.*
Prior to making a Federal award, the Federal awarding agency is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 note to review information available through any OMB-designated repositories of government wide eligibility qualification or financial integrity information as appropriate. See also, “Suspension and Department Requirements,” at 2 CFR Part 180, as well as individual Federal agency suspension and department regulations in Title 2 of the Code of Federal Regulations.
- b. In accordance with 41 U.S.C. 2313, the Federal awarding agency is required to review the publicly available information in the OMB-designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)), prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold as defined in 41 U.S.C. 134, over the period of performance. At a minimum, the information in the system for a prior Federal award recipient must demonstrate a satisfactory record of executing programs or activities under Federal grants, cooperative agreements, or procurement awards; and integrity and business ethics. The Federal awarding agency may make a Federal award to a recipient who does not fully meet these standards, if it is determined that the information is not relevant to the current Federal award under consideration or there are specific conditions that can appropriately mitigate the effects on the non-Federal entity’s risk in accordance with §200.207 Specific Conditions.

12. Based upon the Risk Assessment, KDOT may impose additional specific award conditions as needed, in accordance with §200.205 paragraphs (b) and (c) for:

- a. An applicant or recipient who has a history of failure to comply with the general or specific terms and conditions of a Federal award.
- b. When an applicant or recipient fails to meet expected performance goals.
- c. When an applicant or recipient is not otherwise responsible.
- d. These additional Federal award conditions which may include items such as:
 - Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - Requiring additional, more detailed, financial reports;
 - Requiring additional project monitoring;
 - Requiring the non-Federal entity to obtain technical or management assistance; or establish additional prior approvals.

13. KDOT must notify the applicant or non-Federal entity as to:
 - a. The nature of the additional requirements;
 - b. The reason why the additional requirements are being imposed;
 - c. The nature of the action needed to remove the additional requirement, if applicable;
 - d. the time allowed for completing the actions, if applicable; and
 - e. The method for requesting reconsideration of the additional requirements imposed.
14. Any specific condition previously described must be promptly removed once the conditions that prompted them have been corrected.
15. To evaluate each sub-recipient's risk of noncompliance with Federal Statutes, KDOT, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

Traffic Safety Unit

Policies and Procedures

Appendix

The documents in the Appendix are meant to be utilized as reference material only. While this document is periodically refreshed with the newest version of each attachment, it may not represent the most current document utilized by the department. It is up to the user to contact your supervisor for the most current version of each document.

Appendix 2

HIGHWAY SAFETY PROJECT PROJECT CONFERENCE RECORD

SECTION A (See contract for necessary data)

Project Name:		Contract Number:	
Effective Date:			
Directing Agency:		KDOT Traffic Safety	
Contract Period:	To	Contract Period Amount:	
Project Period:	To	Project Period Amount:	
Federal Funds Obligated:		Authorizing Official:	
Project Director:		Project Coordinator:	
Project Conference Attendance:		Conference Site:	

SECTION B - Fiscal (Check off items as they are discussed - Mark N/A if not applicable)

Effective Date:		Final Reimbursement:	
Closing Date:		Bid Process:	
Project Reimbursements/MRV:		Commodities:	
Food Purchases:		Equipment:	
Time Sheets:		Property Management:	
Retainage:		Contract Adjustments:	
Program Income:		Compliance Audit:	

Section C - Review of Contract Objectives & Other Contract Items

Review Contract Objectives: _____

SECTION D - Project Director Responsibility (Check off items as they are discussed - Mark N/A if not applicable)

Budget:		Training:	
Project Scope:		Travel:	
Personnel Changes:		ADA/Title VI Compliance:	

SECTION E - Reporting (Check off items as they are discussed - Mark N/A if not applicable)

Quarterly/Monthly Reports:		Final Report:	
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SECTION F - Miscellaneous

News Releases/Media Guidelines:		Workplan/Timeline:	
P&G materials/efforts:		Competibility:	
Copies of Correspondence/Agreements:		Electronic Forms:	

SECTION G - Federal Requirements Emphasized (Check off items as they are discussed - Mark N/A if not applicable)

Lobbying: _____

SECTION H - Remarks

Section I

Date of Project Conference	Project Director
Traffic Safety Program Consultant	N/A Project Coordinator
Chris:	Fiscal Representative

Appendix 3

SUBMIT ONE ORIGINAL SIGNED MRV

Please print on green paper

HIGHWAY SAFETY PROJECT - IDDP CONTRACT
MONTHLY REIMBURSEMENT VOUCHER (MRV) - 1

Voucher for Month of: _____ Date Prepared: 1/5/2017

Contract No. and Title: AL 9491-16 I.D.P. Ph. No.: (620) 515-5025

Agency Name: Coffeyville Police Department Contact Person: Sgt. Bookie Yell Email: bookie.yell@coffeyvillepolice.com

I certify that to the best of my knowledge and belief the data below are correct, that all outlays were made and costs incurred in accordance with the grant conditions and other agreements, that payment is due and has not been previously requested, and that source documents are on file for review upon request.

Submitted By: _____ Date: _____
Project Director (Chief or Sheriff) SIGNATURE

Unit of Government: City of Coffeyville, KS
(Checks will be made payable to unit of Government or Contracting Body)

SECTION A-MONTHLY ACTIVITY TRACKING
Project Director Complete This Section

Mobilization 1	Mobilization 2 (if Applicable)	Mobilization 3 (if Applicable)	Total for Month
			\$0.00

SECTION B-PROJECT FINANCIAL SUMMARY
Project Director Complete This Section

	Expenditures This Month	Expenditures Previous Months	Total Expenditures To Date
Personal Services:	\$0.00	\$0.00	\$0.00
Commodities:		\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00
STATE USE ONLY - Soft Match (KHP)			

SECTION C-BUDGET TRACKING SECTION
Project Director Complete This Section

	Approved Contract Amount	Total Expenditures To Date	Balance of Contract Amount
Personal Services:	\$9,360.00	\$0.00	\$9,360.00
Commodities:	\$500.00	\$0.00	\$500.00
Total:	\$9,860.00	\$0.00	\$9,860.00

Attach the original IDDP Activity Report(s) with MRV.
Reimbursement form (MRV) is due by the 30th of the month following the month of the start of the mobilization.
Mail one signed original document on green paper to:

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRAFFIC SAFETY
300 W HARRISON STREET
TOPEKA, KANSAS 66608-3764

STATE USE ONLY

Previous Claims	
Total Claims	
Less Retainage	
Sub Total	
Less Previous Payment	
Pay This Amount	
APPROVED FOR PAYMENT	
KDOT/ITS	DATE

Appendix 4

✓ Jan 5/17
✓ Contract list
✓ CWS
N/A
12/23/

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Richard Carlson, Acting Secretary
Michael D Floberg, P.E., Chief

Kansas
Department of Transportation
Bureau of Transportation Safety & Technology

Phone: 785-296-3618
Fax: 785-291-3010
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

Sam Brownback, Governor

10338
N

NOTICE TO PROCEED

December 23, 2016

Cynthia Randazzo, President & CEO
The Research Foundation
2316 East Meyer Blvd.
Kansas City, MO 64132

4100
0403
73021

Dear Ms. Randazzo:

The Bureau of Transportation Safety & Technology, KDOT, is pleased to forward this formal approval of your traffic safety project entitled, "Think First Injury Prevention Program".

Your Traffic Safety project has received program funding and approval, **subject to the availability of Federal Funds**, for Federal Fiscal Year 2017 (October 1, 2016, through September 30, 2017).

Effective October 1, 2016, you may proceed to implement the traffic safety countermeasures contained within the project. The following information is essential to the successful implementation and completion of your project; please review it with all parties concerned with this project.

START DATE: 10-01-16
(No orders, purchase orders, payments or expenses of any type may be initiated before this date.)

TERMINATION DATE: 09-30-17
(No orders, purchase orders or expenses of any type may be initiated after this date.)

TOTAL CONTRACT FUNDING: \$27,450.00

FEDERAL FUNDING: \$9,150.00

THIS CONTRACT/PROJECT NUMBER IS: SA-1913-17 / SP-1904-17 035171913

FUNDING SOURCE: FEDERAL SECTION 402 SA

CFDA # 20.600 – State and Community Highway Safety (A)

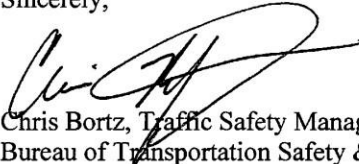
CONDITIONS OF APPROVAL: (1) Reimbursement vouchers with supporting documentation must be submitted to the Traffic Safety manager quarterly. Reimbursement vouchers are due on the 30th of the month after the quarter ends (see below for timing). (2) The contractor will prepare and submit quarterly reports documenting activity. This report should be cumulative (i.e. the last report will have the full year's activity). Each quarterly report is due 30 days after the quarter ends. First report is due January 30, 2016, documenting activity in October, November, and December 2015. (3) This contract is designed to educate youth on injury prevention.

Your cooperation in this regard is essential to the satisfactory completion of your project.

As you are fully aware, the Highway Safety Program is strictly one of reimbursement in which this office can only reimburse you for expenditures made in accordance with the provisions of the approved project.

Before implementing your project, we urgently recommend that you carefully review your copy of the approved application thereby familiarizing yourself with the exact details of the contract, including the Kansas Department of Transportation Highway Safety Project Agreement. The Highway Safety Project Agreement is of utmost importance and must be strictly adhered to if your project is to be completed satisfactorily. Such a review should insure your full compliance with all provisions in the approved project contract and eliminate any possible expenditure of non-participating funds.

Sincerely,



Chris Bortz, Traffic Safety Manager
Bureau of Transportation Safety & Technology

cc: Pam Anderson, Fiscal Services
Roberta Bradbury, Accountant I

General Federal Award Information per § 200.210

- | | |
|-------------------------------------|--|
| 1) Recipient: | The Research Foundation |
| 2) DUNS: | 964570563 |
| 3) FAIN(S): | 18X9204020KS16 |
| 4) Federal Award Date: | November 19, 2015 |
| 5) Period of Performance: | 10/1/16 – 9/30/17 |
| 6) Federal Funds: | \$9,150.00 |
| 7) Total Funds Obligated: | \$9,150.00 |
| 8) Total Amount of Federal Award: | \$9,150.00 |
| 9) Approved Budget: | Refer to the signed agreement/award |
| 10) Recipient Match Requirement: | None |
| 11) Description: | Think First Injury Prevention Program for FFY 17 |
| 12) Federal Awarding Agency: | National Highway Traffic Safety Administration |
| 13) CFDA: | 20.600 – State and Community Highway Safety (A) |
| 14) Research and Development Funds: | No |
| 15) Indirect Cost Rate: | Not applicable |

**KANSAS DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROJECT AGREEMENT
ThinkFirst of Greater Kansas City**

PARTIES:

Secretary of Transportation
Department of Transportation for the State of Kansas
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

and:

The Research Foundation

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number above and the city or county listed above, hereinafter referred to as the "Project." The Project is further described in the Project Detailed Plan.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of **October 1, 2016**.

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the work completed and expenses incurred in the performance of this Project Agreement in an amount not to exceed the total annual amount provided in the Project Detailed Plain. These periodic amounts are:

FFY 2017	\$9,150.00
FFY 2018	\$9,150.00
FFY 2019	\$9,150.00
Total	\$27,450.00

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports as set forth in the Project Detailed Plan.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to fulfill the work identified and described in the Project Detailed Plan.

2) To promptly begin the Project upon receipt of Secretary's written Notice to Proceed.

3) To complete the Project by **September 30, 2019**.

4) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.

Revised 03/10/2015

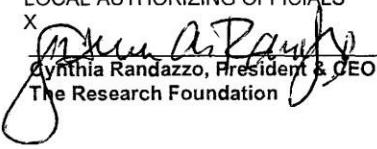
- 5) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.
- 6) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.
- 7) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.
- 8) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and inspect the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.
- 9) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- 10) All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the Project Agency agrees to the following provisions:
 - a) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway program in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and specifically the requirements in Subpart F, 2 C.F.R. §200.500 et seq. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 et seq.
 - b) The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.
 - c) If the Project Agency is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the NHTSA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the NHTSA for an audit, the Project Agency will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the Project Agency for items considered Non-Participating Costs, the Project Agency shall promptly reimburse the Secretary for such items upon notification by the Secretary.
- 11) If they have not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).
- 12) The Project Agency agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they have active federal awards.

Article III - THE PARTIES AGREE:


- 1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.
- 2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.
- 3) The Project Detailed Plan, Attachment 1, is incorporated by reference and made a part of this Agreement.
- 4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.
- 5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.
- 6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.
- 7) The Certification for Contractual Services with Current Legislator or Legislator's Firm which is attached hereto as Attachment 5, are incorporated into this Agreement and made a part hereof.
- 8) If the total value of this agreement exceeds \$100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 6 to this agreement and be incorporated by reference and made a part thereof.
- 9) This Agreement shall be binding upon the parties hereto and their successors and assigns.
- 10) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

LOCAL AUTHORIZING OFFICIALS

X


Cynthia Randazzo, President & CEO
The Research Foundation

KANSAS DEPARTMENT OF TRANSPORTATION


for Secretary of Transportation
for the State of Kansas

Highway Safety Project Detailed Plan
Kansas Department of Transportation, Traffic Safety Section
 Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Project Name: ThinkFirst of Greater Kansas City

Section 1-Project Agency Information

1. Name of Project Agency: The Research Foundation	2. Mailing Address (Street, City, State, Zip Code): 2316 East Meyer Boulevard, Kansas City, MO 64132
3. Name & Title of Agency Head: Cynthia Randazzo, President & CEO 4. Agency Head Phone: 816-276-4218 5. Agency Head Email: cynthia@theresearchfoundationkc.org	6. Name & Title of Person Authorized to commit agency to contracts (Board of Directors Chair, City Manager, County Commission Chair, etc.): Cynthia Randazzo, President & CEO
7. Name of Project Contract Person: Rose Simone 8. Contact's Phone: 816-276-4218 9. Contact's Cell Phone: 816-590-2024 10. Contact's E-mail: rose@theresearchfoundationkc.org 11. Contact's FAX: 816-276-4928	12. *Preferred Payment Method: <i>(Select one by clicking on the box)</i> Check: <input checked="" type="checkbox"/> Direct Deposit: <input type="checkbox"/>
13. Alternate Address for KDOT checks (optional):	14. Name of Financial Contact Person (optional): 15. Finance Telephone Number: 16. Financial Email Address:

FOR KDOT USE ONLY

Index: 0403 Project No. SP-1904-17 Contract No. SA-1913-17 *DUNS No. 964570563	Current Contract Period: (From/To): 10/1/2016 – 09/30/2017 Full Project Period: (From/To): 10/1/16 – 09/30/19	<p>*Clarification</p> <p>*Preferred Payment Method: If your agency does not now receive state payments by direct deposit, or you are not sure of its status, your financial staff must call the KDOT Federal Aid and Project Accounting Unit at (785) 296-3205 for help getting this process set up correctly.</p> <p>*DUNS No.: The DUNS # was originated by Dun and Bradstreet as a means of identifying every private and public entity on earth. It has been adopted by the federal government as the unique identifier for all entities receiving federal funds such as ours. The central financial office for your agency should know your number.</p> <p>*SAM Expiration Date: The System for Award Management (SAM) is a central registry the federal government has established on the Internet to record the DUNS # and other information about your agency. Your central financial office should know the date of their most recent registration in this system, or should do so if they haven't ever registered.</p>
Fed. Awarding Agency: NHTSA Fed. Funding Source: 402 SA State Awarding Agency: N/A State Funding Source: N/A	Fed. Employer ID No. (FEIN) 43-1349021 Federal Award ID No. (FAIN) 18X9204020KS16 <i>11/19/15</i> Fed. Award Date: <i>11/3/16</i>	
Total Project Funds: \$27,450.00 Total Contract Funds: \$9,150.00 No. of Contract Years: 3	Agency Use: 5590 Program: 73021 CMS #: 035171913	
*System for Award Mgt. (SAM) Expiration Date: 12/20/16	Sub: 550600 Fund: 4100	
Research & Development Funds: N/A	Indirect Cost Rate: N/A CFDA: 20.600 State & Community Highway Safety (A)	
% Local Benefit: N/A Recipient Match Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Amount:	Approved Budget Attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other Information:	

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section
Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Section 2-Safety Issue & Proposed Action

17. Describe the traffic safety issue to be addressed (Problem Statement):

According to the Centers for Disease Control and Prevention, the risk of motor vehicle crashes is higher among 16-19 year-olds than among any other age group. In fact, per mile driven, teen drivers ages 16 to 19 are nearly three times more likely than drivers aged 20 and older to be in a fatal crash. Teens put themselves at risk as they are more likely than older drivers to underestimate dangerous situations or not be able to recognize hazardous situations. Making poor choices behind the wheel such as drinking and driving, not using seat belts, distracted driving, driving too fast for road conditions, and other dangerous behavior add significantly to the risk factor. Death and injury on our nation's highways is a public health crisis. Dangerous behavior while driving puts teens at a higher risk for death and permanent disabling injuries, such as traumatic brain and spinal cord injuries, than other motorists. Crashes are also the cause of tremendous physical and emotional suffering for all who are directly and indirectly involved. Additionally, the costs financially to those involved in crashes and the community are immense. The total cost of crash-related deaths in Kansas in one year equates to approximately \$449 million, according to the Centers for Disease Control and Prevention.

18. Describe the project intended to address these issues (The Proposed Solution):

Established in 1987, ThinkFirst of Greater Kansas City provides free school-based presentations for youth grades kindergarten through high school throughout the Greater Kansas City metropolitan area. ThinkFirst of Greater Kansas City is part of a national, award-winning injury prevention program presented by inspiring survivors of brain and spinal cord injuries. Our ThinkFirst for Teens program is presented by one or more individuals who have sustained a lifelong disabling injury in a car crash. Through compelling firsthand testimonies, youth learn about the consequences of careless decisions and how injuries can happen to anyone. This program addresses issues that teens are commonly faced with when they step inside a vehicle, such as: seat belt usage, speeding, driving inattentively, driving under the influence, driving drowsy or driving aggressively. The ThinkFirst of Greater Kansas City chapter serves six counties, four in Missouri (Jackson, Clay, Platte, and Cass) and two in Kansas (Johnson & Wyandotte.) ThinkFirst of Greater Kansas City consistently reaches over 40,000 local youth per year and reached a record-breaking 55,000 youth in the Greater Kansas City area during the 2014-2015 school year. Of the 150 ThinkFirst chapters nationwide, ThinkFirst of Greater Kansas City ranks #1 in the number of youth educated each year. Our award winning ThinkFirst assembly has the goal of reducing traffic fatalities and traffic-related disabling injuries among youth. ThinkFirst is presented in an assembly format. The ThinkFirst assembly consists of an introduction from a lead speaker on how the brain and spinal cord function and how fragile they are, and the importance of protecting them through seat belts, and safe driving. The lead speaker also shares crash statistics and stats related to teen drivers. Then ThinkFirst VIP (Voices of Injury Prevention) speakers share their personal stories. They are able to easily relate to young people as they are close to their own age and are often viewed as a peer. During the VIP speakers testimony, they share what life for them was like before the crash, the circumstances leading up to the crash, how it could have been prevented, and ultimately what life is like to be young and living with a

Highway Safety Project Detailed Plan
Kansas Department of Transportation, Traffic Safety Section
Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

permanent, disabling injury. The VIP speakers are able to articulate to students just how real and lifelong these injuries are and the devastating effect they can have on them and their loved ones. Those who have lost a friend in their crash share the responsibility and the guilt they feel that someone was killed due to their poor decisions while driving.

19. Describe the expected outcomes, benefits, or results (Performance Objectives):

Programs based on behavioral change models utilize theory-based methods to evoke positive change in a person's behavior. Rosenstock's Health Belief Model states that in order to affect behavior change, people need to believe they are susceptible to becoming seriously injured, believe that there is something they can do to prevent themselves from becoming injured, and believe they are able to make that change. ThinkFirst is based on Rosenstock's Health Belief Model with an Injury Prevention Specialist explaining the cause and effect of injury and means of prevention, and speakers who have paralysis or brain impairment due to traumatic injury sharing their personal stories and answering students questions. In a study with 500 students and 3 high schools, 67% of participants stated they were most influenced to make safe choices by hearing from someone who has been injured vs. 26% most influenced by facts on injury prevention and 7% more influenced by the potential to get a ticket. ThinkFirst is a key partnering component, as the primary education piece, for reducing injuries and deaths, combined with all other important measures such as law enforcement, engineering and emergency response. Our goal is to promote safe driving and the use of seat belts and to reach young drivers, a population hard to convince. We continue to capture the reaction of faculty members and their perception of the effect our program has on students through an online survey. Here are some of our recent responses:

- "ThinkFirst put on an amazing assembly. I don't think I have ever heard our students be that quiet before. They were all paying close attention to what was being said by the presenters. All presenters were engaging and interesting to listen to. They really made you feel the pain they went through and showed the students what could happen if they aren't responsible behind the wheel."

- "Maddie, Carl and Marlana were excellent in their presentations. You could have heard a pin drop during Marlana's and a few snuffles afterwards. Carl was lighthearted and refreshing in his demeanor and humor! They were a perfect balance. Marlana's drove it home to the destructive decision she made and I hope it made it through all of their ears and stuck in their heads!! Thank you so much for coming to share with us. Maddie was a great way to start and she was very well polished in her speaking!! She was excellent as well! Thank you again!"

- "I got A LOT of positive feedback from teachers and staff. I even heard that this was the BEST assembly we have had in a LONG time. "

Highway Safety Project Detailed Plan
Kansas Department of Transportation, Traffic Safety Section
 Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Section 3-Budget

DIRECTIONS: Enter your specific Agency categories under each budget line item; then, enter budget costs based on 1-year, 2-year and 3-year projections as applicable. Provide a grand total to include all years provided for at the bottom.

Category and Line Item Descriptions	FFY 17	FFY 18	FFY 19
Personnel:			
1. Coordinators fee @ \$275/school X 12 middle/high schools in Johnson & Wyandotte Counties	\$3,300.00	\$3,300.00	\$3,300.00
2. Fees for 3 speakers @ \$230/school X 12 middle/high schools in Johnson & Wyandotte Counties	\$2,760.00	\$2,760.00	\$2,760.00
3. Coordinators fee @ \$275/school X 3 outlying middle/high schools per year	\$705.00	\$705.00	\$705.00
4. Speaker fee @ \$235/school X 3 outlying middle/high schools per year			
Sub-Total	\$7590.00	\$7590.00	\$7590.00
Commodities:			
1.			
2.			
3.			
Sub-Total	\$0.00		
Contractual:			
1.			
2.			
3.			
Sub-Total			
Travel:			
1. Mileage for 3 speakers X \$25 each X 12 Johnson/Wyandotte Co. schools	\$900.00	\$900.00	\$900.00
2. Mileage for 2 speakers X \$110 each X 3 outlying KS and SAFE schools	\$660.00	\$660.00	\$660.00
3.			
Sub-Total	\$1,560.00	\$1,560.00	\$1,560.00
Expense type:			
1.			
2.			
3.			
Subtotal			
Annual Totals:	\$9,150.00	\$9,150.00	\$9,150.00
GRAND TOTAL:	\$27,450		

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the

(Revised 9/29/11)

Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.


CERTIFICATION OF THE PROJECT AGENCY

I hereby certify that I am Cynthia Randazzo, President & CEO and duly authorized representative of The Research Foundation and that neither I, nor the above Project Agency I here represent, has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Project Agency) to solicit or secure this Agreement; or
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.


Signature of: Cynthia Randazzo, President & CEO
The Research Foundation

12-16-2016
Date:

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL ATTACHMENT
CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239 (c)

Kansas law (K.S.A. 46-239 (c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.
Legislator name _____
Business phone _____
Address (Street, City, State, Zip Code) _____

Purpose of Employment: _____

Method of determining compensation: _____

or

X _____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: Shirley A. Kaulz
Date: 12-16-2016

Contract/
Project No: SA-1913-17 / SP-1904-17
(if applicable)

County: _____
(if applicable)

Certification -- Federal Funds -- Lobbying
Required Contract Provision

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or sub-grantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.


THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.


In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.


Signature of: Cynthia Randazzo, President & CEO
The Research Foundation
12-16-2016
Date

Memorandum

Subject: Use of NHTSA Highway Safety Grant Funds
for Certain Purchases

From: Paul A. Hemmersbaugh 
Chief Counsel

To: Mary D. Gunnels
Office of Regional Operations and Program Delivery

Date: MAY 18 2016

Reply to
Attn. of:

Over the last several months, a number of questions have arisen concerning permissible purchases under the highway safety grant programs. States have asked about the conditions that attach to the purchase of equipment, the distinction between advertising, public relations, educational materials, and promotional items, and whether Federal grant funds may be used to purchase items for distribution to members of the public. I issued guidance on these issues in a January 19, 2016 memorandum, which I subsequently clarified in a February 11 memorandum applicable to certain fiscal year 2016 purchases. In this memorandum, I am issuing final guidance on these matters. For ease of reference, today's memorandum consolidates all of the relevant information from these two past memoranda into this one document. This memorandum supersedes those prior documents, and States should no longer consult them. Please distribute this memorandum to the Governors' Representatives for Highway Safety.

I. Allowable Costs

NHTSA highway safety grant funds are intended to support traffic safety in the States. Any use of NHTSA grant funds must support data-driven State traffic safety goals. When determining whether to expend grant funds under the categories below, a State or subrecipient should use good judgment as a responsible steward of tax dollars intended to support traffic safety. All costs charged to NHTSA highway safety grants must be reasonable, within the scope of the grant, address a highway safety problem, and help to meet performance measures. Note that the OMB Super Circular has additional provisions that apply to certain items that fall within the categories below. For example, certain educational materials costs may be subject to the Super Circular provision on Conference Costs (2 C.F.R. §200.432). States should consult Subpart E of the Super Circular (Cost Principles) to determine if there are additional provisions that pertain to a particular item or use of that item.

A. Equipmen

Items purchased for direct use by a State or any of its subgrantees or contractors (rather than for public distribution, as discussed later under Section I.E) are properly categorized as *equipment*. The government-wide rules covering the term of art “equipment” are well-established in law: Equipment is eligible for reimbursement as a direct expense chargeable to a specific project agreement, provided the equipment is needed to perform that project. NHTSA’s grant rules impose the additional requirement that the project for which the equipment is needed must be based on identification of a specific safety problem in the State (often referred to as “problem ID”). In other words, a State must first establish a project (documented by a project agreement), based on problem ID. If that project requires the use of equipment for its performance, the cost of that equipment may be reimbursed under the grant. No project may be created solely to purchase equipment.

For purposes of illustration of these principles, a speed measurement device such as a radar or laser unit purchased by a police agency is a piece of equipment whose expense is permitted under Section 402, provided it is identified in a project agreement whose specific safety activity (i.e., speed enforcement) requires the purchase of the speed measurement device for its performance and provided the need for that project is established by problem ID.

Fundamentally, NHTSA highway safety grants are for safety activities, and equipment serves a supporting role in accomplishing those activities through defined projects. As always, equipment must be used, managed, and disposed of in accordance with applicable Federal requirements. (Although NHTSA’s grant rules impose a requirement for advance approval of equipment only at a threshold of \$5,000 and when the useful life exceeds one year, all equipment must meet the requirements stated here, and all expenditures to purchase equipment are subject to audit.)

There have been questions about the purchase of items erroneously referred to as “safety *equipment*,” when the intent is to distribute the items to members of the public. Items intended for distribution to the public are not “equipment,” as that term is used under Federal grant law, and the Federal rules governing equipment do not apply to such items intended for distribution to the public. Instead, States should consult Section I.E below, “Safety Items for Public Distribution,” for guidance on the treatment of those items. The key to differentiating between

(i) equipment and (ii) items for public distribution is the use of the item—equipment must be needed by those carrying outwork under the grant, and must be used, managed and disposed of in accordance with applicable Federal requirements.

Illustrative examples of allowable safety equipment.

- Reflective safety vest for use by employee conducting a roadside survey, provided the vest is retained by the program.
- Bike helmet for use by participants in a bike rodeo event and returned to the program after the event.

- Safety gear—including helmets, safety vests, reflective material—for use by trainees during motorcycle training events and returned to the program training.

A. **Recognition Awards**

The Agency understands that an appropriate part of any State program involves recognition and reward for noteworthy accomplishments. NHTSA highway safety grant funds may be used to purchase awards, where appropriate, under a formalized recognition program that rewards superior performance or exceptional contributions to the purposes served by the NHTSA grant. An appropriate award may be a certificate, plaque, coin, or medal, if it is given under a limited, formalized recognition program.

Illustrative examples of allowable recognition awards.

- A plaque given to a State employee under the State’s official personnel recognition program.
- A plaque given by the SHSO to a police department at the annual highway safety conference for specific outstanding enforcement efforts.
- A certificate given by the SHSO to an employee for exceptional work in a specific enforcement effort.
- A medal given by the SHSO at a State Lifesavers conference to an individual for a career of exceptional service to public safety.
- A medal or coin given by a subrecipient to a police officer as a formal award for specific superior highway safety enforcement performance (but not a challenge coin for general distribution).
- A certificate given by a subrecipient to a community partner for exceptional work on a collaborative highway safety project.

B. **Educational materials**

There have been questions about the difference between “educational materials,” whose purpose is to convey substantive information about highway safety, and “promotional items,” whose purpose is to generate good will or to incentivize behavior (discussed later, under Section II). The former category is an allowable expense, as discussed in this section, while the latter category is not. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial information and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a recipient or subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Illustrative examples of allowable educational materials.

- Traffic-safety-themed coloring book given to children at a school event, state fair, etc.
- A pamphlet including statistical information such as “X number of people lose their lives every year when not wearing a seat belt” and safety tips distributed at a state

fair.

A flash drive containing information about the dangers of texting and

- A folder containing information about child passenger safety (e.g., statistics about car seat or booster seat laws, proper car seat installation and use, danger of leaving children unattended in hot or cold cars, etc.) and relevant safety tips provided to parents at a car seat inspection station.
- A CD-ROM or flash drive containing training or conference materials given to attendees at a highway safety conference hosted by the recipient or subrecipient.

C. **Advertising media**

There have been questions about the difference between “advertising,” “public relations,” “educational materials,” and “promotional items.” These terms are not interchangeable.

Educational materials are discussed directly above, under Section I.C. The differences and distinctions between the other categories are addressed later, under Sections II and III. Here, we limit the discussion to advertising media. Advertising media intended to reach a large audience—such as television or radio ads, ads on social media, signs, banners, and posters—are allowable costs under NHTSA’s highway safety grants. The Uniform Guidelines for State Highway Safety Programs provide that “the State should enlist the support of a variety of medi

Illustrative examples of allowable advertising media.

- Banners or posters featuring the Click It or Ticket campaign for use at events.
- A “U Text. U Drive. U Pay.” banner displayed in a school.
- A television ad about the dangers of impaired driving.
- Posters displayed in bars that say “Report every drunk driver immediately at *55.”
- A yard sign telling drivers to “Watch for Motorcycles.”

D. **Safety Items for Public Distribution**

- The purchase of *items for public distribution* (in contrast with equipment for direct use by a State or its subgrantees and contractors, as discussed under Section I.A above) using Section 402 funds is governed by different requirements. Such items do not fall within the definition of equipment, and therefore are not governed by the same principles. There are important limitations on the use of taxpayers’ funds to purchase items for distribution to members of the public. NHTSA and its grantees must be mindful of the Agency’s responsibility as a steward of public funds. In addition to the limitations and requirements described below, any purchase of items for public distribution must be justified by compelling safety benefits. Subject to the foregoing cautions and requirements, the Agency has determined that, going forward, child restraints (i.e., child car seats); bicycle helmets; and

other similar items whose *sole purpose* is to improve highway safety are allowable purchases under the Section 402 program for distribution to members of the public, *provided* these items are specifically identified in a project agreement and based on driving (e.g., statistics, ideas to prevent texting while driving)

- A folder containing information about child passenger safety (e.g., statistics about car seat or booster seat laws, proper car seat installation and use, danger of leaving children unattended in hot or cold cars, etc.) and relevant safety tips provided to parents at a car seat inspection station.
- A CD-ROM or flash drive containing training or conference materials given to attendees at a highway safety conference hosted by the recipient or subrecipient.

E. **Advertising media**

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problem ID, just as is required for equipment purchases. The project may not be limited to distribution of the items, but must also contain specific performance criteria justifying the safety benefit, such as targeted population,

number of items for distribution, method of distribution, and educational component. (Separately, States may use up to five percent of occupant protection funds awarded under 23 U.S.C. § 405(b) to provide child restraints to low-income families, because that section of statute specifically authorizes this expenditure.)

For purposes of illustration of the term “sole purpose,” the purchase and public distribution of a reflector or reflectorized tape that may be attached to clothing to improve pedestrian conspicuity would be allowable (provided it is tied to a specific project to address pedestrian safety, as discussed above), but the purchase of a reflectorized backpack or jacket would be unallowable. The Agency will interpret the term “sole purpose” strictly when evaluating the purchase of items for distribution to the public, and expects States to do so as well. No promotional item or memorabilia may be purchased for distribution under this provision (see discussion of Promotional Items under Sections II and III below).

A State that finds ambiguity about whether a proposed purchase is allowed under this guidance should not proceed with that purchase. States should exercise their best judgment in this area, and should consult their Regional Administrator if they have questions about the application of this guidance to a particular project. Regional Administrators should reject projects that do not conform to the guidance.

II. Promotional Items are Not Allowable Costs under NHTSA Grants

The OMB Super Circular makes clear that no promotional items or memorabilia are allowable costs under Federal grants (see discussion under Section III below). Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and could result in the requirement to repay the misused funds. An item that is purchased for distribution as an incentive or to increase goodwill (e.g., to police officers to maintain partnerships) is an unallowable promotional item. Any item that is distributed as a giveaway, except in strict accordance with the provisions of Section I.E above, is not allowable. NHTSA grant funds are intended to promote safety and to educate the public about traffic safety, not to provide items to individuals or groups through widespread distribution.

This promotional items guidance applies only to the use of NHTSA grant funds for these types of purchases. States and their subrecipients may use State funds or privately collected funds or donations to purchase promotional items, subject to applicable State laws and policies.

Illustrative examples of unallowable promotional items or memorabilia include.

- Bumper stickers, and/or texting thumb bands given to members of the public at a state fair.
- Keychains and/or pens given to groups at a training event.
- Shirts for volunteers at a state fair or car seat installation center (either as an incentive or to designate staffers as a team).
- Shirts for Law Enforcement Liaisons.
- Shirts or hats worn by participants in a press event.

- Challenge coins, when ordered in bulk and kept on hand to give to many people outside of a limited, formalized recognition program (for example, to all attendees at a conference, to police officers in the ordinary course of employment).

III. Governing OMB Super Circular Provision on Advertising and Public Relations Costs

The Super Circular allows Federal funds to be used only for certain specified **advertising** and public relations costs. See 2 C.F.R. § 200.421.

- The Super Circular provides that the only allowable advertising costs are for:
 - o Recruitment of personnel required for performance of a Federal award;
 - o Procurement of goods and services for the performance of a Federal award;
 - o Disposal of scrap or surplus materials acquired in the performance of a Federal award except when reimbursed for disposal costs at a predetermined amount; or
 - o Program outreach and other specific purposes necessary to meet the requirements of the Federal award.
- The Super Circular provides that the only allowable **public relations** costs are for:
 - o Costs specifically required for the Federal award;
 - o Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Federal award; or
 - o Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.

The Super Circular *excludes* all other advertising and public relations costs, and *specifically excludes* “costs of **promotional items** and **memorabilia**, including models, gifts, and souvenirs”—these items are always unallowable advertising and public relations

costs.

2 C.F.R. § 200.421(e)(3). Therefore, Federal grant funds are never available to cover the costs of **promotional items** and **memorabilia**.

Appendix 6

**BUREAU OF TRANSPORTATION SAFETY & TECHNOLOGY
PURCHASE OF FEDERAL INVENTORY BY CONTRACTOR INVENTORY
INSPECTION FORM**

Contractor Name:	Contact Name:
Contact Address:	Contact County:
Contact Phone #:	Contact Cell #:
Project Number/Year:	Date Entered into Inventory:
Date First Inspection Occurred:	Date of Current Year Inspection:

ID Number	Acquisition Date	Description	Make	Model	Serial Number	Cost

Signature of Inventory Inspector: _____

Date sent to Bureau of Transportation Safety & Technology (BTST):

Date Received by BTST: **By:**

Signature of Contact: _____

Appendix 7

Q:\Form\Forms\Inventory\Verifcat.xls		rev 8/01
FEDERAL INVENTORY VERIFICATION RECORD		
		DATE: _____
INVENTORY ITEMS INSPECTED:		
Federal ID Number(s) Check:		
Serial # Cross-Reference Check:		
PURCHASED UNDER FEDERAL SAFETY PROJECT NUMBER:		
INSPECTION CONDUCTED AT:		
Page 1		
COMMENTS:		
Local Contact (INVENTORY FILE)		Person Attending Verification
Title		Title
Agency		Bureau of Traffic Safety, KDOT Agency
Telephone Number		(785) 296-3756 Telephone Number

Appendix 8



RISK ASSESSMENT FORM

Completed by: Sheila Robles

Date: 2/17/2017

Agency: City of Wichita Type: IDDP; STEP; NSEP; Other

Agency Type: Wichita, SG, KS, Choose agency type, Planning & Development

Is the applicant a prior or current grantee? Yes No, if yes, provide most recent grant:

Contract Number: PS-1132-16

Contract Dollar Amount: \$4,000

Submitted timely reports? Yes No Unknown Details: (type)

Timely/accurate claims? Yes No Unknown Details: (type)

Any negative findings during a site visit(s)? Yes No Details: (type)

Has the agency had any audit or contract monitoring finding related to KDOT funds?

Yes No Details: (type)

Has the agency been suspended or debarred? Check: <https://www.sam.gov/portal/SAM/#1#1>

Any other significant unresolved problem(s)? Yes No Details: (type)

Public awareness efforts? Yes No Earned media? (type)

Level at which program objectives were met: Superior; Adequate; Improvement needed (type)

Overall entity success of any KDOT Traffic Safety grant: Superior; Adequate;

Improvement needed (type)

Percent of prior funds utilized: (100)%. If less than 80%, details: (type)

Is this the first or last year of multi-year contract? Yes No

Number of FTE's in grantee organization? 10 or less; 11-50; 51 or more

Does entity have a new KDOT contact? Yes No

The amount requested compared to previous grant is More Less Same

if more or less than 20%, detail why: (\$2,000 added for small media buys to educate people that bicycle lights are required and that drivers should be looking for bicyclists on the roads.)

Is the agency's proposal recommended for funding? Yes No

Appendix 9 - Miscellaneous

Application for Impaired Driving Deterrence Program (IDDP) Grant

Kansas Department of Transportation, Bureau of Transportation Safety & Technology
Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603

General Agency Information

Coffeyville Police Dept.			Chief Kwin Bromley		Sgt. Rockie Yell	
Name of Applicant Agency			Name of Agency Head		Name of Project Contact Person	
Po Box 1629	Coffeyville	67337	620-252 6194	620-252-6160	620-515 5025	
Mailing Address	City	Zip Code	Agency Head Phone #	Contact phone	13. Cell Phone	
102 W 7th St.			620-252-6118	620-252-6116		
Street Address, if Post Office Box entered above			Agency Head FAX #	Contact Person Fax #		
Kendall Francis, City Manager			Kwin.bromley@coffeyvillepd.org		rockie.yell@coffeyvillepd.org	
Person duly authorized to commit the city or county to contracts			Agency Head E-mail Address		Contact person E-Mail Address	

Expectations:

- ✓ Each fall, IDDP contractors will submit a projected schedule of saturation patrols and sobriety check lanes for the period, October 1 – September 30. At least one event will be a check lane. Recommended is a schedule comprised of two check lanes and five to seven saturation patrols.
- ✓ No IDDP events mounted by agencies which also contract to do STEP enforcement will take place during the three STEP campaigns, which occur 1) **Thanksgiving Week**, 2) over the two-week period that straddles the official Memorial Day (**Click It or Ticket**), and 3) over the DUI campaign, which starts two weekends prior to Labor Day weekend – on Thursday – and goes through Labor Day (**You Drink. You Drive. You Lose**). Furthermore, it is strongly recommended that local enforcements not be scheduled close before a STEP campaign where they would have the potential to reduce the overtime-eligible pool of volunteers available for that campaign.
- ✓ IDDP contractors will make every reasonable effort to complete their schedules. Should a date change be necessary, KDOT Traffic Safety will be notified at halbett@ksdot.org as soon as possible. This is especially significant in the case of check lanes because KDOT law enforcement liaisons (LELs) and representatives of the KHP Breath Alcohol Unit often monitor and assist with them.
- ✓ Over the IDDP year, an agency will average at least two vehicle stops per hour of reimbursed IDDP enforcement.
- ✓ Agencies will operate under a written vehicle safety restraint policy – either departmental or by governing authority – that covers all occupants (adult and child). A model policy is available from KDOT Traffic Safety: halbett@ksdot.org or 785-296-3618.

REIMBURSEMENT INSTRUCTIONS

Desired reimbursement method: (If direct deposit, see instructions at bottom.)*		Printed Check
Reimbursement checks should be made payable to:		
City of Coffeyville		
Reimbursement checks will be mailed to the address above unless a different one is entered here. Also any financial contact person for the grant is listed here:		
Financial contact: Stephanie Richardson, 620-252-6103		
Federal Employee ID No. (FEIN):	48-6043317	
Data Universal Numbering System (DUNS) No.:	045253143	
System for Award Management (SAM) Expiration Date:	1/10/2017	
* If arrangements for direct deposit of grant reimbursements have not been made previously, contact Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603. Phone: (785) 296-3205, FAX: (785) 296-7927		

KDOT and GRANTEE AWARD INFORMATION

Contract Periods	This Year: 10/1/2015 9/30/2016		
	Full Period: 10/1/2015 9/30/2017		
Contract Number	AL-	9481	-16
Approved Grant Amt. (Fed. \$ Obligated) - Year 1	\$9,860		
Approved Grant Amt. (Fed. \$ Obligated) - Year 2	\$9,860		
Federal Funding Source	Section 405(d)		
FAIN and Award Date	18X920405DKS13	6/28/2013	
Recipient Match Amt.	None		
Fed. Awarding Agency	National Highway Traffic Safety Admin.		
Research & Dev. Funds	None		
Indirect Cost Rate	NA		
Local Benefit %	100% Local Benefit		
CMS No.	03516	9481	
CFDA #	20.616	National Priority Safety Programs (A)	
* Year 1	Personnel:	\$9,360	Commodities: \$500
* Year 2	Personnel:	\$9,360	Commodities: \$500

Special Traffic Enforcement Program: Grantee Info. & Contract Summary

Kansas Department of Transportation, Bureau of Transportation Safety & Technology

Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603

General Agency Information

0	0	0
1. Name of Applicant Agency	7. Name of Agency Head	11. Name of Project Contact Person
0	0	0
2. Mailing Address	3. City	4. Zip Code
0	0	0
5. Street Address, if Post Office Box entered above	8. Agency Head Phone #	12. Contact phone
0	0	0
6. Person duly authorized to commit city or county to contracts if other than agency CEO	9. Agency Head FAX #	13. Cell Phone
0	0	0
10. Agency Head E-mail Address	14. Contact Person Fax #	15. Contact person E-Mail Address

Expectations:

- ✓ STEP contractors will make every reasonable effort to participate in at least the *Click It or Ticket* and the *You Drink. You Drive. You Lose.* enforcement campaigns.
- ✓ Over the term of the STEP year (see bottom) an agency will average at least two enforcement contacts/stops per hour of reimbursed enforcement.
- ✓ Agencies will operate under a written safety restraint policy – either departmental or by governing authority – that covers all occupants (adult and child). A model policy is available from KDOT, 785-296-3618.
- ✓ Agencies will adhere to the dates posted on the STEP schedule and to the requirements included on the STEP Fact Sheet (both also available from KDOT).

REIMBURSEMENT INSTRUCTIONS

16. Desired reimbursement method: (If direct deposit, see instructions at bottom. *)	Printed Check
17. Reimbursement checks should be made payable to:	0
18. Reimbursement checks will be mailed to the address above unless a different one is entered here. Also any financial contact person for the grant is listed here.	0
19. Federal Employee ID No. (FEIN):	0
20. Data Universal Numbering System (DUNS) No.:	0
21. System for Award Management (SAM) Expiration Date:	1/0/1900
* If arrangements for direct deposit of grant reimbursements have not been made previously, contact Federal Aid and Project Accounting, KDOT at (785) 296-3205.	

KDOT and GRANTEE AWARD INFORMATION

Contract Periods	This Year: 10/1/2016 9/30/2017
Contract Number	Full Period: 10/1/2016 9/30/2019
Contract Number	PT- -17
Approved Grant Amt. (Federal Funds Obligated) *	0
* Current year amount only; each remaining year TBD September prior.	
Project Number	SP-1300-17
Federal Funding Source	Section 402
FAIN and Award Date	18X9204020KS16 11/19/2015
Recipient Match Amt.	None
Fed. Awarding Agency	National Highway Traffic Safety Admin.
Research & Dev. Funds	None
Indirect Cost Rate	NA
Local Benefit %	100% Local Benefit
CMS No.	03516 0
CFDA #:	20.600 State and Community Highway Safety (A)

Campaigns *

	FFY 2017	FFY 2018	FFY 2019
<u>November:</u> Thanksgiving week: 1 week. Optional.	Nov 21-27, 2016	Nov 20-26, 2017	Nov 19-25, 2018
<u>May-June</u> (Memorial Day) Theme: <i>Click It Or Ticket</i> Seat Belt Campaign. 2 weeks. Expected.	May 22-Jun 4, 2017	May 21-Jun 3, 2018	May 20-Jun 2, 2019
<u>Aug-Sep</u> (Labor Day) Theme <i>You Drink. You Drive, You Lose.</i> DUI Campaign. 2.5 weeks. Expected.	Aug 17 - Sep 4, 2017	Aug 16-Sep 3, 2018	Aug 15-Sep 2, 2019

* Occasionally, other campaigns may be offered.

Submit Two Copies	KANSAS	REPORT DUE TO KDOT 15 DAYS AFTER SATURATION PATROL AND INCLUDE COPY WITH COMPLETED MRV
	DUI Saturation Patrol	

Date Prepared: 1/6/2017 Contract Period: FFY 2015 Project Number: AL 9100-15

Agency: Leavenworth Police Department Address: 01 S. 3rd Street, Suite 205 City: Leavenworth Zip: 66048

1. Saturation Patrol Number (circle): 1 2 3 4 5 6
(Five patrols are required)

2. Type of Media Release(s): _____, _____, _____

3. Date of Saturation Patrol enforcement activity: _____ Time: (from) _____ (to) _____

4. Number of Officers working Saturation Patrol: _____ Number of Vehicles: _____

5. Other Agencies Participating in Saturation Patrol: _____ BAT Van Used? _____

6. Locations of enforcement activity: _____, _____, _____, _____, _____, _____

ENFORCEMENT DATA

TOTAL NO. OF STOPS	SPLY. CAR-ARRESTED	PBT'S CAR-ARRESTED	NO. PAC GIVEN	NO. PAC REVOKED	AVERAGE PAC	NO. OF DWI ARRESTS	NO. DWI ARRESTS	NO. OPEN CONTAINER ARRESTS	NUMBER OF DWI PASSION ARRESTS

MISCELLANEOUS ACTIONS

DUI		SPEEDING		DEFECTIVE EQUIPMENT		LATE VIOLATION		SEAT BELT RESTRAINTS		CHILD RESTRAINTS	
ARRESTS	WARNING	ARRESTS	WARNING	ARRESTS	WARNING	ARRESTS	WARNING	ARRESTS	WARNING	ARRESTS	WARNING

Comments: _____

OVERTIME REIMBURSEMENT

Date	Officer Name	Base Pay	1.5 x Base Pay (Overtime Rate)	Total Hours Worked	Total
1/0			\$0.00		\$0.00
1/0			\$0.00		\$0.00
1/0			\$0.00		\$0.00
1/0			\$0.00		\$0.00
1/0			\$0.00		\$0.00
Total				0.00	\$0.00

Revised 10/2009 Supervisor _____

SUBMIT TWO COPIES

**KANSAS
SOBRIETY CHECKPOINT
ACTIVITY REPORT**

REPORT DUE TO KDOT 15 DAYS AFTER COMPLETION OF ACTIVITY AND INCLUDE A COPY OF COMPLETED MRV

Date Prepared: 1/12/2017 Contract Period: FFY 2016
 Project Number: AL-16
 Agency: Police Department
 Address: 0 City: 0 Zip Code: 0

1. Checkpoint number (circle) 1 2 3
2. Date of checkpoint: _____ Time: (from) _____ (to) _____
3. Location of briefing: _____
4. Location of Checkpoint: _____
5. Number of officers working the checkpoint:
 Police: _____
 Sheriff: _____
 KHP: _____
 Other: _____
6. Standard for stopping vehicles: Stop every vehicle.
 Stop every vehicle. Note: Any deviation from the standard must be authorized by OIC and documented.
7. Type of media Release(s): _____
8. Advanced warning method: Cones Fuses Signs Marked vehicles Other
9. Officer in charge (Name): _____

SOBRIETY CHECKPOINT ACTIVITIES

NUMBER OF VEHICLES STOPPED	LENGTH OF STOP AVERAGE	NUMBER OF VEHICLES DETAINED FOR SFST	TOTAL BAC GIVEN	TOTAL BAC REFUSED	DUI ARRESTS	MINOR IM POSSESSION	Transporting Open Container	DRUG POSSESSION	SEATBELT CITATIONS/ WARNINGS		CHILD RESTRAINT CITATIONS/ WARNINGS		OTHER ARRESTS
									CITATIONS	WARNINGS	CITATIONS	WARNINGS	

Comments: One concealed carry arrest

REIMBURSEMENT

Date	Officer Name	Base Pay	1.5 X Base Pay (Overtime Rate)	Total Hours Worked	Total
1/0/00			\$0.00		\$0.00
1/0/00			\$0.00		\$0.00
1/0/00			\$0.00		\$0.00
1/0/00			\$0.00		\$0.00
1/0/00			\$0.00		\$0.00
1/0/00			\$0.00		\$0.00
1/0/00			\$0.00		\$0.00
1/0/00			\$0.00		\$0.00
Totals				0.00	\$0.00

Revised 10/2009

Supervisor _____

