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# State of New Hampshire

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

**EDDIE EDWARDS**  
ASSISTANT COMMISSIONER

**ROBERT L. QUINN**  
COMMISSIONER

**STEVEN R. LAVOIE**  
ASSISTANT COMMISSIONER

October 21, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, NH Office of Highway Safety (NHOHS) to enter into a **Retroactive, Sole Source** grant agreement with the Mary Hitchcock Memorial Hospital (VN#177160), Lebanon, NH in the amount of \$397,724.00 for conducting education and outreach programs about highway traffic safety and child passenger safety within their Youth Operator and Child Passenger Safety programs. Effective upon Governor and Council approval, for the period of October 1, 2024, through September 30, 2025. **100% Federal Funds**

Funds are available in the SFY2025 operating budget and contingent upon availability and continued appropriations in SFY2026 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75410000 DOS -Office of Commissioner-NHTSA

	<u>SFY 2025</u>	<u>SFY2026</u>
072-502646 Program Reimbursement	\$298,293.00	\$99,431.00
	<b>Total: \$397,724.00</b>	

### EXPLANATION

This grant agreement is **Sole Source** because the IPC has dedicated personnel within the Youth Operator and Child Passenger Safety programs who are skilled in educating young drivers about highway safety topics. The IPC has been a partner of the NH Office of Highway Safety with 25 years of experience, gradually building these programs into what they are today; they are at the forefront of youth driver highway safety education and child passenger safety initiatives, which are in direct support of highway safety efforts on New Hampshire roadways.

This grant agreement is **retroactive** because arrangements and scheduling for these presentations as well as Child Passenger Safety activities begin well in advance before the New Hampshire school year begins. These funds support education and outreach efforts directed toward young drivers, parents, and other vulnerable users of New Hampshire roadways. This will enhance knowledge of the rules of the road, encourage seat belt usage among teens, teach new parents how to properly and safely restrain their children within their vehicles, and promote safe driving habits among the targeted audience.

The Youth Operator Program Coordinator (YOPC) will collaborate with New Hampshire high schools to deliver the Matrix Entertainment Save a Life Tour program and to deliver the Think Fast Interactive Program, which are comprehensive high impact safe driving awareness programs that inform, educate, and demonstrate the consequences from the decisions made by the driver of a motor vehicle. The YOPC will engage in safe driving media development and will develop at least one peer-to-peer media creation around safe driving, focusing on general car maintenance, distracted driving, seatbelt usage, speeding, and impaired driving. YOPC will continue to update the NH Teen Drivers website

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[www.nhteendrivers.com](http://www.nhteendrivers.com), as an educational resource for teens, parents/caregivers, schools, and community stakeholders/partners. The YOPC will maintain the NH traffic safety website, [www.trafficsafety4nh.org](http://www.trafficsafety4nh.org), designed to serve as a resource for educators, law enforcement professionals, businesses, and others committed to minimizing motor vehicle crashes while promoting seat belt use and occupant safety throughout the state of NH.

The Child Passenger Safety Program (CPS) Coordinator promotes the proper use of child safety seats across the state of NH. Public information regarding the proper use of child safety seats and seat belts will be presented through radio, TV, internet, and rack cards. The coordinator maintains NH CPS's website [www.beseatsmartNH.org](http://www.beseatsmartNH.org), is an important asset in supplying accurate best practice information to caregivers and parents directly through their smartphones. The website provides important information on the statewide fitting station program, which can provide child seat guidance to those needing help.

In the event that Federal Funds are no longer available, General Funds and/or Highway Safety Funds will not be requested to support this program.

Respectfully submitted,

  
\_\_\_\_\_  
Robert L. Quinn  
Commissioner of Safety

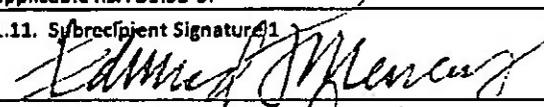
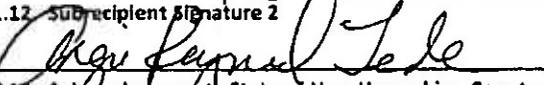
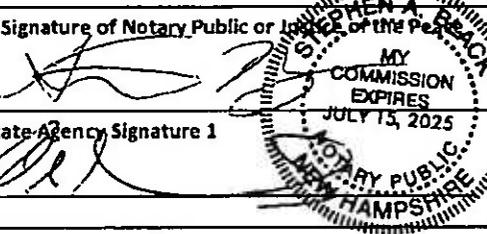
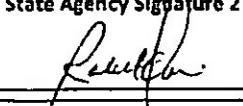
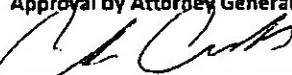
**OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT FFY2025**

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

Grant Agreement Title: Injury Prevention Center Highway Safety Grant

Grant Agreement #: 25-266

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Mary Hitchcock Memorial Hospital – (Injury Prevention Center)		1.4. Subrecipient Address 1 Medical Center Drive Lebanon, NH 03756 -1000	
Grant Contact: Angie M. Raymond Leduc		Grant Contact Email: <a href="mailto:Angie.M.Raymond.Leduc@hitchcock.org">Angie.M.Raymond.Leduc@hitchcock.org</a>	
1.4.1 Subrecipient Type – Hospital		1.4.2 UEI # QYLXERHDAQ14 Status: ACTIVE Exp. Date: 1/30/25 Verified UEI Screen Shot Valid – Date Stamped: 9/4/24	
1.5. Subrecipient Phone # 603-308-2253	1.6. Effective Date Upon G&C Approval	1.7. Completion Date September 30, 2025	1.8. Grant Limitation: \$397,724.00 <small>(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))</small>
1.9. Grant Officer for State Agency Jeffrey A. Landi		1.10. State Agency Telephone Number: 603-271-2131 Grant Officer email: <a href="mailto:jeffrey.A.Landi@dos.nh.gov">jeffrey.A.Landi@dos.nh.gov</a>	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.11.1. Name & Title of Subrecipient Signor 1 Edward J. Merrens, Chief Clinical Officer Mary Hitchcock Memorial Hospital	
1.12. Subrecipient Signature 2 		1.12.1. Name & Title of Subrecipient Signor 2 Angie M. Raymond Leduc, Injury Prevention Center Program Manager	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		1.13.2. Name & Title of Notary Public or Justice of the Peace Stephen A. Black, Notary Public	
1.14. State Agency Signature 1 X 		1.14.1. Name & Title of State Agency Signor 1 Eddle Edwards, Assistant Commissioner NH Department of Safety Date: 09/25/24	
1.15. State Agency Signature 2 X 		Name & Title of State Agency Signor 2 Robert L. Quinn, Commissioner NH Department of Safety Date: 9/26/24	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General On: 10/22/2024			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

**2. SCOPE OF WORK** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

**3. AREA COVERED** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

**4. EFFECTIVE DATE: COMPLETION OF PROJECT**

**4.1.** This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

**4.2** Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

**5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT**

**5.1.** The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.

**5.2.** The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

**5.3.** In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

**5.4.** The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

**5.5.** Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

**6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

**7. RECORDS and ACCOUNTS**

**7.1.** Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

**7.2.** Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

**8. PERSONNEL**

**8.1.** The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

**8.2.** The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

**8.3.** The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

**9. DATA: RETENTION OF DATA: ACCESS**

**9.1.** As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

**9.2.** Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

**9.3.** No data shall be subject to copyright in the United States or any other country by anyone other than the State.

**9.4.** On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

**9.5.** The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

**10. CONDITIONAL NATURE OR AGREEMENT** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

**11. EVENT OF DEFAULT: REMEDIES**

**11.1.** Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

**11.1.1** Failure to perform the Project satisfactorily or on schedule; or

**11.1.2** Failure to submit any report required hereunder; or

**11.1.3** Failure to maintain, or permit access to, the records required hereunder; or

**11.1.4** Failure to perform any of the other covenants and conditions of this Agreement.

**11.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

**11.2.1** Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

**11.2.2** Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and  
11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

## 12. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. INDEMNIFICATION The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

## 17. INSURANCE AND BOND

17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project; and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

## **EXHIBIT A**

### **Special Provisions**

#### **U.S. Department of Transportation/NHTSA Grant Conditions:**

**As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:**

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the Highway Safety Grant Management Manual found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

**The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:**

#### **GENERAL REQUIREMENTS**

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

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended.
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### **NONDISCRIMINATION**

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

**The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

***"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."***

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

***"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."***

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)<sup>11</sup> in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **POLITICAL ACTIVITY (HATCH ACT)**

(applies to subrecipients as well as States)

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

## CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

## RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

### Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

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

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

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA ACT**

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

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

#### **Certification on Conflict of Interest**

**(Applies to Subrecipients as Well as States)**

#### **General Requirements**

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**Disclosure Requirements**

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- 1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- 2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
  - (a) terminate the award, or
  - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- 3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

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

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

- § 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- § 2 CFR 200.317 Procurements by states.
- § 2 CFR 200.318 General procurement standards.
- § 2 CFR 200.319 Competition.

§ 2 CFR 200.320 Methods of procurement to be followed.

§ 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 2 CFR 200.322 Domestic preferences for procurements.

§ 2 CFR 200.323 Procurement of recovered materials.

§ 2 CFR 200.340 Termination.

§ 2 CFR 200.414 Indirect (F&A) costs.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: \_\_\_\_\_

*Edward J. Mennens*

Date: \_\_\_\_\_

*9/24/2024*

Signers Printed Name: \_\_\_\_\_

*EDWARD J. MENNENS*

**EXHIBIT B**  
**Scopes of Work and Performance Measures**

**Scope of Work**  
**Youth Operator Program**

**1. School Outreach & Educational Programming**

The YOPC will recruit and collaborate with up to 15 New Hampshire High schools who will receive the Think Fast Interactive tour program. The Think Fast Interactive Program is a non-intrusive program that educates participants on important highway safety topics. These topics include the consequences of underage drinking, drug use, traffic safety, distracted driving, and much more, while simultaneously entertaining them in a safe, relaxed, and fun environment. The program is developed in a manner that is team oriented to encourage participants to interact as a group, thereby mutually acknowledging facts about important awareness topics with their peers. The Think Fast Interactive team will work with the YOPC to customize the awareness content to be geared toward NH laws, regulations, and traffic safety awareness.

The Youth Operator Program Coordinator (YOPC) will recruit and collaborate with 5, new, New Hampshire High Schools who will receive the Matrix Entertainment "Save a Life" Tour program. The Save a Life Tour program is a comprehensive high impact safe driving awareness program that informs, educates, and demonstrates the consequences resulting from decisions made by the operator of a motor vehicle. The program specifically places emphasis on the following driving situations:

- Driver experience- young drivers and driver behavior based on maturity
- Improper driving behavior-careless driving habits (speeding, turn signal use, etc.)
- Safety restraints-proper seat belt usage
- Distracted driving- cell phones, passenger activities
- Motorcycle- awareness, operation

The Save a Life Tour utilizes several methods for education and demonstrates the consequences that are a direct result of decisions made by operators of a motor vehicle.

To maximize educational reach and to prevent redundancy, the YOPC will work to develop a rotating schedule of schools for simulator events on an annual or biannual basis. This will allow simulation events to remain novel to students as well as provide room for other types of programming through the Youth Operator Program. Selection of schools for this type of programming will be done in conjunction with the NH Office of Highway Safety established criteria and Youth Risk Behavior Survey (YRBS) data. Pre and Post surveys are provided which include measure that will demonstrate both the perception of youth around the harms on potential driving behaviors and an increase in knowledge of safe driving behaviors. The YOPC will provide the Save a Life tour individual and collective school survey data on a quarterly basis as is available and within a final progress report.

Selection of schools for this type of programming will be done by reviewing the weekly crash reports, the DWI list (focusing on county) and Fatal Reports provided by the Division of Motor Vehicles. In addition, YOPC will continue to review press releases provided by the New Hampshire State Police regarding motor vehicle crashes, pursuits, and efforts to target the high-risk regions. Another source to review, which also targets the high-risk regions, will be the YRBS. YOPC will collaborate with the Office of Highway Safety and other partners to create material and content specifically around New Hampshire motor vehicle laws to provide to the Think Fast Interactive team. Pre and Post surveys are provided which will provide measures of student feedback in regard to the value of the program around improved knowledge, attitude, and behavior intentions from the participants. The YOPC will

provide the Think Fast Interactive program individual and collective school survey data on a quarterly basis as is available and within a final progress report.

The YOPC will work to ensure that all high schools in NH will be informed about the Youth Operator Program, and associated resources, and encourage traffic safety to be a priority throughout the entire school year.

School outreach will take place through phone calls, e-mails, and in-person visits to all schools. Middle schools will also be a target for the 2025-2026 academic school year. The focus of middle school outreach will be to provide early education programs or information regarding safe driving and passenger safety while being in a motor vehicle.

The YOPC will be utilizing the school specific NH Youth Risk Behavior Survey (YRBS) reports to monitor the safe driving behavior of the students the YOPC works directly with through any of the educational programming.

## **2. Student to Student Initiatives**

According to the National Highway Traffic Safety Administration (NHTSA) a peer-to-peer teen traffic safety program is defined as one in which teens:

- Identify a traffic safety problem specifically affecting them and other teens in their schools and communities.
- Formulate and implement plans that educate their peers about the problem and how to address it.
- Evaluate how they delivered the message and what was the outcome to addressing the problem.

The goal then is to utilize the power of youth to promote the adoption of safe behaviors through both the youth delivering the intervention and then youth receiving it.

Through our relationships with numerous local community-based coalitions we plan to develop at least one peer to peer media creations around safe driving. Our efforts will include focusing on any or all of the following; general car maintenance, distracted driving, seatbelt usage, speeding, and impaired driving. The following may be examples of safety topics that we would ask the youth to educate their peers about:

- Getting to know your car
- How to remove distractions
- Establishing a pre-start car routine and what that looks like
- Being cognizant of speed
- Properly wearing a seat belt
- Preparing for an emergency
- How to change a tire, pump gas, and put air in a tire

YOPC will recruit members of the Buckle Up New Hampshire/Teen Driver committee to assist.

## **3. Online Education & Resources**

Expansion of online resources will include continued updating of the NH Teen Drivers website [www.nhteendrivers.com](http://www.nhteendrivers.com). The website serves as an updated educational resource for teens, parents/caregivers, schools, and community stakeholder/partners. The websites will include items from partner programs, such as the Distracted Driving Task Force Toolkit Dropbox, as well as instructions and ideas for education campaigns, and more. The YOPC will monitor page views and clicks on the website to measure its effectiveness.

The Program Coordinator will, in collaboration with the NH Office of Highway Safety, maintain the NH traffic safety website, [www.trafficsafety4nh.org](http://www.trafficsafety4nh.org). This website is designed to serve as a resource for educators, law enforcement professionals, businesses and others committed to minimizing motor vehicle crashes and promoting seat belt use throughout the state of NH. The website will also be used to promote events and programming focused on traffic safety; including traffic safety conference, youth operator activities, and to promote new materials available to all. The Youth Operator Program Coordinator in partnership with the NH Office of Highway Safety, will ensure that these websites (i.e. [www.nhteendrivers.com](http://www.nhteendrivers.com) and [www.trafficsafety4nh.org](http://www.trafficsafety4nh.org)) and their content will be shared statewide. The YOPC will monitor page views and clicks on this website to measure its effectiveness.

#### **4. Community Outreach & Education**

During the FFY25, the program plans to work closely with numerous community-based groups to maximize the educational outreach of the teen driver program. This will include the New Hampshire Public Health Association, substance misuse and prevention teams, local law enforcement, Community Alliance for Teen Safety of Derry, Raymond Youth Group Coalition, YouthCAN Coalition, community colleges, parent/caregiver committees and more.

YOPC will continue to coordinate and facilitate the Buckle Up New Hampshire/Teen Driver Committee. YOPC will continue to invite stakeholder, partners, and community members into the committee who are working towards the same goals, visions, and strategies for NH youth motor vehicle drivers. YOPC will invite three new members.

New Hampshire's YOPC will continue to strive to be a well-recognized program. National entities such as the Children's Safety Network, the National Organization for Youth Safety and Impact Teen Drivers, etc. continue to provide current best practices. YOPC will provide three presentations to stake holders and community members such as the NH Drivers Ed association to discuss current best practices, report on YRBS data, YOPC updates and program, tips and tricks, etc.

#### **5. Public Service Announcements & Media Campaigns**

The YOPC works best when new resources are developed using relevant stories from New Hampshire. When the program can create new and educational pieces to keep the interest of teens, it allows the program to continue to focus its efforts "upstream". Public Service Announcement (PSA) campaigns will include working with a radio station to record at least one PSA directed to youth about driving safe. YOPC will work with the radio station to monitor total reach, and demographics of the radio campaign(s).

The program will work closely with the New Hampshire Office of Highway Safety's (NHOHS) to develop and promote media campaigns through collaborating with Media Power Youth (<https://www.mediapoweryouth.org/>) and one NH High School youth group in creating one media message (poster, PSA video, Radio ad, etc.) for the NH Teen Driver Program.

#### **6. Addressing Underserved Communities**

The YOPC Program will address underserved communities in the following ways: by diversifying our educational materials to at least two different languages and partnering with language experts to grow in this capacity as is appropriate, by monitoring our outreach and implementation efforts and ensuring we are seeking to serve rural or underserved populations to include communities with high poverty rates and demonstrated health disparities.

**\*\*All bids/proposals and Sub-contracts or sub-grantee awards entered into under this Scope of Work must contain the federal language as written below:**

**IPC must include this in all bids/proposals seeking new vendors/grantees:**

1. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. "

**IPC must have the following in their sub-contracts and sub-grantee awards:**

**GENERAL ASSURANCES**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA. "

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**SPECIFIC ASSURANCES**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) Win every contract or agreement subject to the Acts and the Regulations.

3. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
4. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
5. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**200.216 - Prohibition on certain telecommunication and video surveillance services or equipment. (see 2 CFR 200.216)**

**200.340 - Termination - (see 2 CFR 200.340)**

{eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards}

**Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Grantee Initials: DM  
Date: 9/24/2024

Grantee Initials: aps  
Date: 9/24/2024

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

**Performance Measures**  
**Youth Operator Program**

**The Youth Operator Program Coordinator will provide or develop:**

**1. School outreach and educational programming:**

- a. Provide the Think Fast Interactive program to up to 15 new NH high schools by September 15, 2025.
- b. Promote best practice safe driving educational material with four additional NH schools to include middle schools by September 15, 2025.
- c. Provide the Matrix Entertainment "Save a Life" tour to 5 new NH high schools by September 15, 2025.
- d. Provide pre/post survey data from the Matrix Entertainment "Save a Life" tour and the ThinkFast Interactive tour on a biannual and final progress report.

Long term goal measure:

- e. Increase seat belt use, decrease distracted driving and decrease impaired driving across all NH schools receiving direct educational programming from the Teen Driver Program by an average of 2%, as measured by the biennial NH Youth Risk Behavior Survey comparing 2023 to 2025 and then every two years as the survey remains implemented and results are provided.

**2. Student to student initiatives:**

Develop at least one peer to peer media content programs through relationships with local community-based coalitions by June 30, 2025.

**3. Online education & resources:**

- a. Continue to update the NH Teen Driver website and monitor page views and clicks on a biannual and yearly basis.
- b. Continue to update the Traffic Safety 4 NH website and monitor page views and clicks on a biannual and yearly basis.

**4. Community outreach & education:**

- a. Coordinate, facilitate, and invite three new members to the Buckle Up New Hampshire/Teen Driver Committee by September 30, 2025.
- b. Provide three presentations to stake holders and community members by September 30, 2025.

**5. Public service announcements & media campaigns:**

- a. Record at least one public service announcement with a radio station directed to parents/caregivers about driving safe by July 31, 2025. YOPC will work with the radio station to monitor total reach, demographics, etc. of the radio campaign.
- b. Develop at least one media campaign by June 30, 2025.

**6. Addressing underserved communities:**

- a. Provide educational material in at least two different languages by September 30, 2025. YOPC will work with the appropriate language experts to create this educational material.
- b. Monitor the NH communities served and utilize indicators such as the Poverty Rate to identify at least two underserved communities for additional outreach.

Grantee Initials: DOM

Date: 9/24/2024

Grantee Initials: AKL

Date: 9/24/24

Grantee Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**Scope of Work**  
**Child Passenger Safety**

1. To meet the need demonstrated in Problem 1, the CPS Program will promote and support best practices in child passenger safety to reduce injury in children ages 0-8. Best practices can be divided into two categories; the first category is selection of the seat that fits the child's size and development and the second is the positioning of the child in a child seat in the car according to the recommended height and weight. There are specific guidelines presented by the American Academy of Pediatrics for transporting children in vehicles. The AAP stresses the importance of children traveling rear facing for as long as possible as well as children staying in their current seat until they reach the seats maximum height and weight requirements. Children under 65lbs should be utilizing a harnessed seat. The goal is to reduce the number of children injured in booster seats by educating the caregivers to keep their children in their harnessed seats longer. The following strategies have been identified to help meet this goal; public information through our website, multimedia campaign efforts and providing educational classes and materials. Budget line items for public information, Website and CPS Classes will be utilized for this effort.

2. To address misuse of child seats due to misunderstanding of manufacturer's recommendations and directions, the CPS program will utilize affective multimedia advertising and in-person safety seat checks. People learn more effectively when they can see, hear, and learn directly from a certified child passenger safety seat technician. Technicians use a seat check form which is then uploaded for data purposes. The goal of the grant will be to reduce misuse in the state. By increasing the number of certified seat technicians through more certification classes as well as Intro to Child Passenger Safety Courses to caregivers will help reinforce the correct proper-use message. It is the goal of the grant to also increase the number of certified technicians from our current number of 249 to at least 260 technicians in 2025. Budget line items for this goal will be CPS Classes, Website and Public information.

3. To assist parents and caregivers with accessing valuable "best practice" information the grant must provide more exposure to this information. Right now, the state has 58 Fitting Station locations where caregivers can respond to have their child seats checked by a certified child seat technician. The goal of the grant is to add 3 fitting stations for a total of 61 locations. Funds for this goal will be pulled from the CPS Classes line item, Child Seat Line item and public information line item.

4. The CPS Program will address problem #4 in the following ways; by diversifying our educational materials to at least two different languages and partnering with language experts to grow in this capacity as is appropriate, by monitoring our outreach and implementation efforts and ensuring we are seeking to serve rural or underserved populations to include communities with high poverty rates and demonstrated health disparities.

Grantee Initials: ERM  
Date: 9/24/2024

Grantee Initials: ap1  
Date: 9/24/2024

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

**Performance Measures**  
**Child Passenger Safety Program**

1. By September 30, 2025, the CPS Program will work to reduce the number of Possibly Injured, Suspected Minor Injury and Suspected Seriously injured children age 8 and under by 10%. 2023 data reported 92 children in these categories.
2. By September 30, 2025, the CPS Program will work to increase the number of certified technicians from our current number of 249 to at least 260 technicians in 2025, *and will make every effort to add technicians in underserved communities, where they may be overrepresented in Fatal and Serious Injury crashes.*
3. By September 30, 2025, the CPS Program will work to add 3 fitting stations for a total of 61 locations, *and will make every effort to add fitting stations in underserved communities, where they may be overrepresented in Fatal and Serious Injury crashes.*
3. By Sept. 30, 2025 the CPS program will provide educational material in two additional languages than is currently offered.
  - a. Current is four languages, English and three others, to increase by two for a total of five other languages as identified through Census and the NH Center for Justice and Equity.
    - i. A Brief Review of Languages Spoken in New Hampshire — New Hampshire Center for Justice & Equity (nhcje.org).

Grantee Initials: EM

Date: 9/24/2024

Grantee Initials: ARJ

Date: 9/24/2024

Grantee Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANT REQUIREMENTS AND INFORMATION**

- It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A **FINAL REPORT** will be made upon completion of the projects and will be submitted to the NHOHS within 20 days of the project termination date, 9/30/2025
- It is understood that for grants involving personnel services, the **HS-18 - Time and Attendance Record** form will be completed and submitted to the NH Office of Highway Safety by the tenth of each month for the preceding month's activities and expenses. For the purposes of this agreement, in lieu of the HS-18, the subrecipient (Injury Prevention Center - IPC) will complete and submit to the NH Office of Highway Safety the IPC Daily Activity, Mileage Log & Expense Report, weekly. Reimbursement under this grant will cover only expenses directly related to the Highway Safety project.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

**OTHER PROVISION - NH OFFICE OF HIGHWAY SAFETY**

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

Grantee Initials: DM

Date: 9/24/2024

Grantee Initials: RF

Date: 9/24/2024

Grantee Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**Payment Terms, Reimbursement Schedule, and Required Paperwork**

<b>FFY2025 OHS Grant Award</b>		
<b>Project Titles</b>	<b>Federal Budget</b> Amount of Federal funds obligated by this action 2CFR\$200.331(a)(1)(vi)	<b>Minimum Match Required</b> <b>25%</b>
<p align="center"><b>Youth Operator</b> PSP &amp; Task 24-08-04</p> <p>BILL &amp; SUPPLEMENTAL BILL 402 FAIN Number (Subaward): 69A37522300004020NHO, 69A3752230S04020NHO, 69A37523300004020NHO, 69A3752330S04020NHO, 69A37524300004020NHO, 69A3752430S04020NHO,</p> <p>ASSISTANCE LISTING NUMBER (ALN#): 20.600</p>	<b>\$205,153.00</b>	<b>\$51,288.25</b>

<b>YOUTH OPERATOR - FEDERAL BUDGET AND PERSONNEL DATA</b>		
<b>a. Personnel Services</b>		
Program Coordinator (1.0 FTE) 2080 hours x \$27.78/hr	\$ 57,782.00	
Program Assistant (.20 FTE) 416 hours x \$25.02/hr	\$ 10,408.00	
Population Health Manager (.04 FTE) 83.2 x \$42.33/hr	\$ 3,522.00	
Benefits: (\$71,712.00x.327) = \$23,450.00	\$ 23,450.00	\$ 95,162.00
<b>b. Current Expenses</b>		
Facilities Rental/Refreshment	\$ 5,000.00	
Food	\$ 3,000.00	
Youth Incentives/Awards/Trophies	\$ 2,000.00	
Printing/Educational Material	\$ 500.00	
Office supplies	\$ 100.00	
Postage	\$ 50.00	
		\$ 10,650.00
<b>c. Equipment</b> (Equipment not included in IDC calculations)		
		\$ 0.00
<b>d. Indirect Costs</b> at 10%: (Excluded from IDC calculations: Fac. Rental \$5k and only \$5k from Think Fast Interactive Education Events) (\$177,412 x .10)		
	\$17,741.000	\$ 17,741.00

<b>e. Contractual Services</b>		
Matrix Events	\$17,500.00	\$ 74,500.00
Think Fast Interactive Education Events	\$30,000.00	
Think Fast Program Evaluation	\$ 5,000.00	
Media Expenses	\$20,000.00	
Website hosting (www.trafficsafety4nh.org and www.NHTeenDrivers.com)	\$ 2,000.00	
<b>f. Travel Expenses</b>		
In state mileage (6,120 miles @ .67 = \$4,100.00)	\$ 4,100.00	\$ 7,100.00
NHOHS approved Regional or National Conferences	\$ 3,000.00	
<b>Total</b> (Amount of Federal funds obligated by this action 2CFR4200.331(a)(1)(vi))		<b>\$205,153.00</b>

Grantee Initials: DOM  
Date: 9/24/2024

Grantee Initials: act  
Date: 9/24/2024

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

### FFY2025 OHS Grant Award

Project Titles	Federal Budget Amount of Federal funds obligated by this action <small>2CFR§200.331(a)(1)(M)</small>	Minimum Match Required
<p style="text-align: center;"><b>Child Passenger Safety Program</b> PSP &amp; Task 25-01-08</p> <p><small>BILL &amp; SUPPLEMENTAL BILL 405b FAIN Number(Subaward): 69A3752230SUP405BNHL, 69A3752330000405BNHL, 69A37523305UP405BNHL, 69A3752430000405BNHL, 69A37524305UP405BNHL, 69A3752530000405BNHL, 69A37525305UP405BNHL</small></p> <p><small>ASSISTANCE LISTING NUMBER (ALN#): 20.616</small></p>	<b>\$192,571.00</b>	<b>\$48,143.00</b>

#### IPC CPS - FEDERAL BUDGET AND PERSONNEL DATA

<b>a. Personnel Services</b>		
Program Coordinator (1.0 FTE) at 2080 hours x \$30.72/hr	\$ 63,897.60	\$ 103,278.00
Program Assistant (.20 FTE) 416 hours x \$25.02/hr	\$ 10,408.32	
Population Health Manager (.04 FTE) 83.2 x \$42.33/hr	\$ 3,521.86	
Benefits (\$77,827.78 x .327) = \$25,449.68	\$ 25,449.68	
<b>b. Current Expenses</b>		
Public Information and Educational Materials	\$ 10,000.00	\$ 42,150.00
NHTSA Certification/Instructors	\$ 25,000.00	
Recertification Fees (132 Techs)	\$ 7,000.00	
Office supplies	\$ 100.00	
Postage	\$ 50.00	
<b>c. Equipment</b> (Equipment not included in IDC calculations)		
Child Safety Seats	\$ 4,000.00	\$ 4,000.00
<b>d. Total Indirect Costs at 10%</b>		
(\$171,428.00 x .10)	\$ 17,143.00	\$ 17,143.00
<b>e. Contractual Services</b> (Up to the first \$25,000.00 of each subaward included in Indirect Costs calculations)		
Media campaigns	\$ 18,000.00	\$20,000.00
Website hosting	\$ 2,000.00	

<b>f. Travel Expenses</b>		
Van - Gas, Mileage, Insurance	\$5,000.00	\$ 6,000.00
Conference Travel (Out of State - NHOHS Approval Required)	\$1,000.00	
<b>Total</b> (Amount of Federal funds obligated by this action <u>2CFR\$200.331(a)(1)(vi)</u> )		<b>\$192,571.00</b>

- Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>Budget period –</b> 10/1/2024 to 9/30/2025
<b>Is This a Research and Development Project:</b> No
<b>Indirect Costs:</b> Yes

Grantee Initials: EM  
Date: 9/24/2024

Grantee Initials: AR1  
Date: 9/24/2024

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Payment, Reimbursement Schedule and Required Paperwork**

- The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to **\$397,724.00**.
- Reimbursement requests are due monthly no later than 15 days after the close of the month.
- Reimbursement requests shall include the following:
  1. Reimbursement Request Cover Letter,
  2. Overtime Payroll and Benefits Records,
  3. Invoices and Billing Statements,
  4. HS-18 Time & Attendance Records,
  5. Match Tracking Form (HS-22).
- The Injury Prevention Center will provide the NHOHS with a weekly Mileage & Activity report for all projects and personnel.
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

## **CASH MANAGEMENT**

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

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

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

## **OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS**

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

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.

- **Cost Principles for Federal Grants to State and Local Governments**
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.
    - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
    - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
  
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
  - [eCFR :: 2 CFR Part 200 Subpart E – Cost Principles](#)

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

Authorized Contract Signatory: Edward J. Momen Date: 9/24/2024  
Signors Printed Name: EDWARD J. MOMEN Signors Title: CHIEF CLINICAL OFFICER  
DOROTHY W. KEATH

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
SUB-RECIPIENT INFORMATION REPORTING FORM**

25-266

(It is recommended this form be completed by your grant administrator or chief financial officer.)

Section I **MUST** be completed by applicants seeking federal funding assistance from the NH Office of Highway Safety.

**SECTION I. AGENCY/INSTITUTION NAME & ADDRESS**

Name: Mary Hitchcock Memorial Hospital, for itself and on behalf of Dartmouth-Hitchcock Clinic

Address: 1 Medical Center Drive

City: **Lebanon**

State: **NH**

Zip Code: **03756-1000**  
(9 digits required)

Sub-Recipient UEI Number: **QYLXERHDAQL4**

Sub-Recipient MPIN Number (CCR Registration Number): Completed:  Yes  No

Section II **MUST** be completed if this application seeks federal funds totaling \$30,000 or more.

**SECTION II. SUB-RECIPIENT REVENUE INFORMATION**  
(Preceding Fiscal Year)

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Officer Names	
Sub-Recipients Annual Gross Revenues Equal or Exceed \$30,000,000. in Federal Awards Sub-Recipient's 5 Most Highly Compensated Officers	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Officer Compensation	
	1.	
	2.	
	3.	
4.		
5.		

Comments

Officer compensation is publicly available

PREPARED BY: *Andrew Inc.* Sponsored Projects Administration, Office of Research Operations

DATE:

Name: *Edward J. Merrens* Edward J. Merrens

Title: Chief Clinical Officer

Telephone:

Email: awards@hitchcock.org

*9/24/2024*

HS-21 (06/13/23)

**INSTRUCTIONS ON REVERSE SIDE**

PLEASE PRINT OUT SIGN AND SCAN THIS DOCUMENT AND EMAIL TO YOUR FIELD REPRESENTATIVE  
ALONG WITH YOUR EMAILED APPLICATION.

Single Audit Act Amendments of 1996

In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$750,000 or more in federal awards from all federal funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine (9) months of the entity's fiscal year end.

Sub-recipient (community/agency): May: RICHMOND Memorial Hospital, for staff and on behalf of Portsmouth-Hitchcock Clinic

Fiscal Year: (Mo/Yr - Mo/Yr) July 2022 - June 2023

**Section A - Check the appropriate box:**

- We did NOT exceed the federal expenditure threshold of \$750,000 for the fiscal year referenced above. A Single Audit is not required for this fiscal year. If checked, an Independent Audit Report OR Financial Report is required, see Section B.
- We DID meet or exceed the federal expenditure threshold of \$750,000 for the fiscal year referenced above. We completed our Single Audit for the above fiscal year and our report is attached, OR our most recently completed Single Audit Report is attached and our Single Audit Report for the fiscal year referenced above will be completed on \_\_\_\_\_ and submitted to the New Hampshire Office of Highway Safety by: \_\_\_\_\_.
- We are exempt from the Single Audit Requirement. Explain, and see Section B: \_\_\_\_\_.

**Section B - Complete if an Independent Audit Report OR Financial Report is required. Check the appropriate box:**

- We completed our Independent Audit Report OR Financial Report for the above fiscal year and our report is attached.
- Our most recently completed Independent Audit Report OR Financial Report is attached and our Independent Audit Report OR Financial Report for the fiscal year referenced above will be completed on \_\_\_\_\_ and submitted to the New Hampshire Office of Highway Safety by: \_\_\_\_\_.

I certify that I am an individual authorized to complete this form. I further certify that the above information is accurate and, if required, the audit report will be submitted no later than nine (9) months after the fiscal year ending noted above.

Name: Edward J. Marrara

Title: Chief Clinical Officer

Authorized Signing Official: Edward J. Marrara

Signature: Edward J. Marrara Date: 9/24/2024

Phone: 603-850-1821

Email: emarrara@hitchcock.org

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517

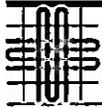
Certificate Number: 0006776481



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of September A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

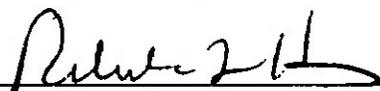


**CERTIFICATE OF VOTE/AUTHORITY**

I, Roberta L. Hines, MD, do hereby certify that:

1. I am the duly elected Chair of the Boards of Trustees of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic (together, "Dartmouth-Hitchcock").
2. The following is a true and accurate excerpt from the Amended, Restated and Integrated Bylaws of the Dartmouth-Hitchcock Corporations:
  - a. **"ARTICLE II – Section A. Fiduciary Duty. Stewardship over Corporate Assets.** As responsible stewards of tax-exempt, charitable Corporations, members of the Corporations' Boards have the fiduciary duty to oversee, with due care and loyalty, the stewardship of the Corporations' assets and operations in order to create a sustainable health system that is population focused and value-based, and to advance their respective corporate purposes. In exercising this duty, the Boards may, consistent with the respective Corporation's Articles of Agreement and these Bylaws, delegate authority to Board Committees and other bodies, or to various officers, to provide input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporations as may be necessary or desirable in furtherance of their charitable purposes."
3. Pursuant to policy approved and adopted by the Boards of Trustees consistent with the above Bylaws provision, the Chief Clinical Officer, Edward Merrens, MD, has subdelegated signature authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. The foregoing authority shall remain in full force and effect as of the date of the agreement executed or action taken in reliance upon this Certificate. This authority shall remain valid for thirty (30) days from the date of this Certificate and the State of New Hampshire shall be entitled to rely upon same, until written notice of modification, rescission or revocation of same, in whole or in part, has been received by the State of New Hampshire.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Boards of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 1<sup>ST</sup> day of September, 2024.

  
\_\_\_\_\_  
Roberta L. Hines, MD, Board Chair

<b>CERTIFICATE OF INSURANCE</b>	<b>DATE: July 1 2024</b>
---------------------------------	--------------------------

<b>COMPANY AFFORDING COVERAGE</b> Hamden Assurance Risk Retention Group, Inc. P.O. Box 1687 30 Main Street, Suite 330 Burlington, VT 05401	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.
<b>INSURED</b> Mary Hitchcock Memorial Hospital One Medical Center Drive Lebanon, NH 03756 (603)653-6850	

**COVERAGES**

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align: center;"><input type="checkbox"/></td> <td style="width:10%;">GENERAL LIABILITY</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>CLAIMS MADE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>OCCURRENCE</td> </tr> <tr> <td colspan="2"><b>OTHER</b></td> </tr> </table>	<input type="checkbox"/>	GENERAL LIABILITY	<input checked="" type="checkbox"/>	CLAIMS MADE	<input type="checkbox"/>	OCCURRENCE	<b>OTHER</b>		0002024-A	7/1/2024	7/1/2025	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/>	GENERAL LIABILITY											
	<input checked="" type="checkbox"/>	CLAIMS MADE											
	<input type="checkbox"/>	OCCURRENCE											
	<b>OTHER</b>												
	DAMAGE TO RENTED PREMISES	\$1,000,000											
MEDICAL EXPENSES	N/A												
PERSONAL & ADV INJURY	\$1,000,000												
GENERAL AGGREGATE	\$3,000,000												
PRODUCTS-COMP/OP AGG	\$1,000,000												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align: center;"><input type="checkbox"/></td> <td style="width:10%;">PROFESSIONAL LIABILITY</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>CLAIMS MADE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>OCCURRENCE</td> </tr> <tr> <td colspan="2"><b>OTHER</b></td> </tr> </table>	<input type="checkbox"/>	PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/>	CLAIMS MADE	<input type="checkbox"/>	OCCURRENCE	<b>OTHER</b>		0002024-A	7/1/2024	7/1/2025	EACH CLAIM	\$1,000,000
	<input type="checkbox"/>	PROFESSIONAL LIABILITY											
	<input checked="" type="checkbox"/>	CLAIMS MADE											
<input type="checkbox"/>	OCCURRENCE												
<b>OTHER</b>													
ANNUAL AGGREGATE	\$3,000,000												
<b>OTHER</b>													

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**  
 Certificate is issued as evidence of insurance.

<b>CERTIFICATE HOLDER</b> NH Department of Safety 33 Hazen Drive Room 308 Concord, NH 03305	<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	<b>AUTHORIZED REPRESENTATIVES</b>  

