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DEPARTMENT OF JUSTICE

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL



JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL

February 11, 2019

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

Your Excellency and Members of the Council:

**REQUESTED ACTION**

Authorize the Department of Justice to enter into a subgrant with the programs listed below, in the amount totaling \$742,073, from the Federal Fiscal Year 2018 U.S. Office of Justice Programs, Office for Victims of Crime (OVW) Project Grant for the purposes of providing services to children and youth who are impacted by the opioid crisis upon Governor and Executive Council approval through September 30, 2021. 100% Federal Funds.

Funding is available in account number 02-20-20-201510-5897, (Job # 20VOCA OPIOID18), Department of Justice, Grants Administration, *Swift Sanctions Grant* for the following subgrants:

<u>Class</u>	<u>Program</u>	<u>Vendor#</u>	SFY 2019 <u>Amount</u>
072-500575	Manchester Community Health Center	157274-B001	\$670,496
072-500575	YWCA New Hampshire	154141-B001	\$ 71,577

**EXPLANATION**

The New Hampshire Department of Justice (DOJ) is seeking approval to subgrant funds to the Manchester Community Health Center (MCHC) and the YWCA of New Hampshire from the Office of Justice Programs, Office for Victims of Crime entitled OVC Opioid Adverse Childhood Experiences Response Team (ACERT) Project to help serve young victims of the opioid crisis.

MCHC will hire a Project Coordinator and provide a Behavioral Health Consultant and an Adolescent Health Case Manager to deliver mental health services in clinical and school settings to support children impacted by the opioid crisis.

MCHC will subcontract funds to an expert trainer. This trainer will teach school professionals how to better support students exposed to trauma, including familial substance misuse and opioid addiction.

MCHC will also subcontract with the Judge Baker Children's Center at Harvard University to train Pediatric Behavioral Health Staff in the Modular Approach to Therapy for Children (MATCH), a scientifically proven counseling program for children, teenagers, and families. In addition to intensive MATCH training, staff will receive support from MATCH experts and additional behavioral health paraprofessionals from MCHC. Other community partners will receive enhanced education and support from the MATCH Treatment Program and learn how to refer to, and collaborate with, MATCH clinicians to support client treatment goals.

The YWCA NH will offer up to three weekly trauma-informed support groups for children affected by the opioid crisis according to age and interest. These groups will include interventions such as dance or creative movement class, art therapy, expressive therapy, cooking, team building, social skills, and journaling. The YWCA NH will also offer barrier resolution, such as transportation and language interpretation to ensure broad access to this service.

As the State Administering Agency (SAA) for this funding, DOJ is well-versed in collecting and reporting data into the Federal Performance Measuring Tool (PMT) system. The objectives and outcomes of this project are to increase access to behavioral health services and assistance to staff of community youth serving agencies and the youth that they serve.

Sub-grantees will be expected to collect and maintain data in accordance with requirements of the grant.

In collaboration with the project coordinator, the lead evaluator will collect and report the required performance measures in alignment with the Office of Victims of Crime guidelines, including data regarding the number of victims served and number of professionals trained.

The lead evaluator will review both the process of data collection, as well as the data itself, to measure the program's effectiveness. Upon review, the lead evaluator will help DOJ and subgrantees build internal capacity to collect program-level data, build procedures for data sharing, analyze data, write reports, and disseminate findings to program staff, program leadership, grantors, and the general public. The grant is anticipated to provide:

- 50 hours of consultation hours to staff of youth serving agencies as needed.
- 50 hours of group Behavioral Health training to staff of youth serving agencies.
- 50 hours of group facilitation to youth groups at partner agencies.

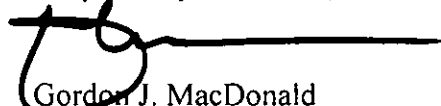
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- 250 hours of individual behavioral health services to middle and high school age youth referred by partner agencies.
- 80 mental health appointments in middle and high school settings
- 1000 behavioral health consultation appointments to children impacted by familial substance use disorder and opioid addiction.
- 144 hours of training and consultation to administrative staff, guidance counselors, teachers, and paraprofessionals and two elementary schools in trauma-informed care.

In the event federal funds become no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions. Your consideration of this request is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald  
Attorney General

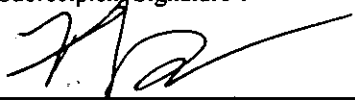
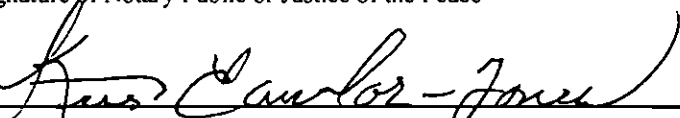
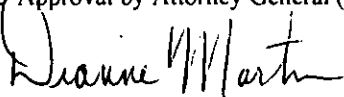
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## GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name Manchester Community Health Center		1.4. Subrecipient Address 145 Hollis St. Manchester, NH 03101	
1.5 Subrecipient Phone # 603-626-9500	1.6. Account Number 5897-072-500575	1.7. Completion Date 09/30/2021	1.8. Grant Limitation \$ 670,496.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 		1.12. Name & Title of Subrecipient Signor 1 Kris McCracken, President/CEO	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 1-25-19, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person 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 K. J. JONES, Notary Public State of New Hampshire My Commission Expires October 17, 2023			
1.14. State Agency Signature(s) Kathleen Carr 2/1/19		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 2/1/19			
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"), 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 A (the scope of work being hereinafter referred to as "the Project").

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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 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 1.14 ("the effective date").
- 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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, subgrantee, 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 fifteen (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

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- 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 A 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 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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

*[Signature]*  
1/25/19

## EXHIBIT A

### -SCOPE OF SERVICES-

1. Manchester Community Health Center as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of the opioid crisis in compliance with the terms, conditions, specifications, and scope of work as outlined in the joint OVC federal Grant application titled; 2018 Enhancing Community Responses to the Opioid Crisis: Serving Out Youngest Crime Victims.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271- 8090 or Thomas Kaempfer@doj.nh.gov.

*TK*

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## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$670,496.00 of the total Grant Limitation upon Governor and Council approval through 09/30/2021, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

KUL

Date

1/25/19



## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Special Conditions as Appendix 1 which is subject to annual review.

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## Appendix I

### 1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### 2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 20 14), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

### 3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### 4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

### 5. Required training for Point of Contact and all Financial Points of Contact -

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm> . All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

#### 6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(!), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### 7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

#### 8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "**contract**").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$ 150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$ 150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$ 150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ) , including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

#### 14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

#### 15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

#### 16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### 17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

#### 18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

#### 19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

See  
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The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

#### 20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

#### 21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



22. Compliance with general appropriations- law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C.4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C.4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OYW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

29. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

30. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

31. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.

34. The recipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers, or documents related to this grant.

35. OVC reserves the right to take appropriate action in instances when the grantee fails to initiate activity on the grant or misses multiple time task lines. OVC action may include, but is not limited to, termination or suspension of the grant.

36. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. The grantee agrees to submit to OVC, within 30 days of award, a revised time-task plan. This revised time-task plan should be developed in consultation with the OVC program specialist assigned to the project, and should clearly indicate the following: (1) each of the stated project objectives and the tasks to be performed to achieve those objectives; (2) the completion dates for tasks and delivery dates for products; (3) the project staff responsible for accomplishing each task; 4) submission dates for financial and programmatic progress reports, consistent with the requirements of the OJP Financial Guide; and 5) incorporation of development schedule for print, video, and multimedia products to assure periodic OVC reviews of products (see Product Submission Requirements).

### 39. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

40. The grantee agrees to submit any print or electronic promotional materials concerning any OVC-funded project that are intended for public dissemination to OVC for review seven (7) working days in advance of release. This includes, but is not limited to: fact sheets, newsletters, press releases, Web-based materials, and listserv announcements.

41. The grantee agrees to use grant funds to make any substantive corrections, if appropriate, to a publication or product in response to comments generated through either the OVC peer review process or the internal Department of Justice review process. Any grant-funded products (written, Web-based, audio-visual, or any other media format), whether produced at the grantee's or government's expense, shall contain the following statement: This \_\_\_\_\_ was produced by \_\_\_\_\_ under [2018-V3-GX-0038], awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this \_\_\_\_\_ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.

42. Within 90 days of the date of award, the grantee will submit to the Office for Victims of Crime for review and approval its policies and procedures that it has established to maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, and its policies and procedures relating to information sharing between partners. In addition, the grantee must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the grantee.

43. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds .

44. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2018, are available until the end of FY 2021).

45. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

46. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

**NEW HAMPSHIRE DEPARTMENT OF JUSTICE**



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,



with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

#### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

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

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

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

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

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

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

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

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

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;  
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

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

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

Kris McCracken President/CEO  
Name and Title of Head of Agency

[Signature]  
Signature

1/25/19  
Date

Manchesta Community Health Center  
Name and Address of Agency  
145 Hollis St, Manchester, NH 03101

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:

Address:

Is agency a; ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number:

Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☒ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, Kris McCracken [responsible official], certify that Manchester Community Health Center [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that Manchester Community Health Center [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Kris McCracken President/CEO

1/25/19

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

## Non-supplanting Certification

### Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

### Supplanting and job retention


A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

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The Manchester Comm Health Center (Applicant) certifies that any funds awarded through grant number 5897-012-500575 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Manchester Comm Health Center (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Kris Macken, President/CEO

Signature: 

Date: 1/25/19



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**Acknowledgement of Notice of Statutory Requirement to Comply with the  
Confidentiality and Privacy Provisions of the Violence Against Women Act, as  
Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

**(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

**(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

**(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Kris McCracken

CEO/PRESIDENT-MCHC

Typed Name of Authorized Representative

Title

Telephone Number 603-935-5210

  
Signature of Authorized Representative

1/25/19  
Date Signed

Manchester Community Health Center  
Agency Name

**Public Reporting Burden Paperwork Reduction Act Notice.** Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10<sup>th</sup> Floor, Washington, DC 20530.



### CERTIFICATION OF DE MINIMIS INDIRECT COST RATE

An award recipient that proposes to use federal grant funds to pay for indirect costs but has never received a federally negotiated indirect cost rate may elect to charge a de minimis rate of up to 10% of its modified total direct costs (MTDC) which may be used indefinitely. (2 CFR § 200.414; 45 CFR § 75.414)

I certify that Manchester Community Health Center meets the following eligibility criteria to use the 10% de minimis indirect cost rate:

1. The award recipient has never received a Federally-negotiated indirect cost rate for any federal awards.
2. The award recipient has received less than \$35 million in direct federal funding for the fiscal year requested.
3. The de minimis rate approved will be applied to Modified Total Direct Cost (MTDC). This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award); excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
4. The project costs will be consistently charged as either indirect or direct and will not be double charged or inconsistently charged as both.
5. The proper use and application of the de minimis rate is the responsibility of the award recipient.

SUBMITTED BY:

Signature: \_\_\_\_\_

Name: Janet Langlois

Date: 1/25/19

Title: Chief Financial Officer

# State of New Hampshire

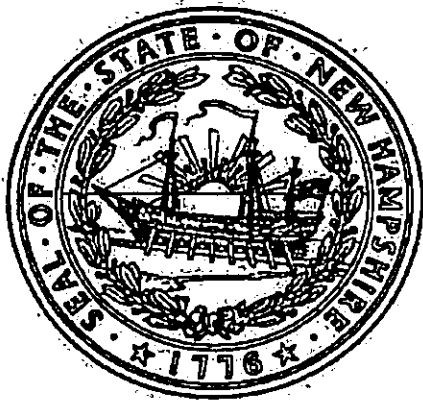
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. 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: 175115

Certificate Number: 0004363175



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of January A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

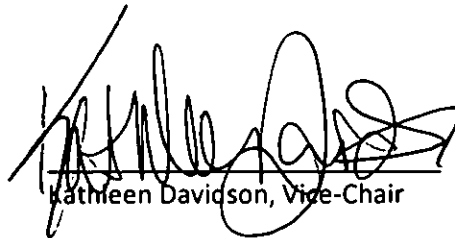
CERTIFICATE OF AUTHORITY

I, Kathleen Davidson, of the Manchester Community Health Center do hereby certify that:

- (1) the Board of Directors voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on Date: 1/25/19
- (2) The Board of Directors further authorizes the President/CEO to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

*Kris McCracken, President/CEO*

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chair of the Board of Directors this 25th day of January 2019.




Kathleen Davidson, Vice-Chair

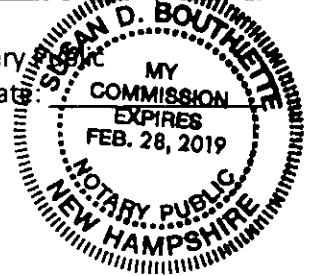
STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 25<sup>th</sup> day of January 2019, before me Kathleen Davidson undersigned officer, personally appeared, Kathleen Davidson, who acknowledged their self to be the Vice-Chair of the Board of Directors for the Manchester Community Health Center, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.



Justice of the Peace/Notary  
Commission Expiration Date: 2/28/19





MANCCOM-01

AGOULD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8160 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME	PHONE (A/C, No, Ext): (603) 622-2855	FAX (A/C, No): (603) 622-2854
	E-MAIL ADDRESS: info@clarkinsurance.com		
INSURED  Manchester Community Health Center MCHC 145 Hollis Street Manchester, NH 03101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Selective Insurance Company of the Southeast		39926
	INSURER B: AIX Specialty Insurance Co		12833
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC OTHER:		S 2291045	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S 2291045	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		S 2291045	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 9057737	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	FTCA GAP Liability		L1VA616491	7/1/2018	7/1/2019	Per Claim \$ 1,000,000
B	FTCA GAP Liability		L1VA616491	7/1/2018	7/1/2019	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire/Department of Justice

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# LARA K. QUIROGA, M.ED.

## Expertise Highlights

Early Care & Education Program Administration  
Early Childhood Policy  
Early Childhood Curriculum & Environmental Design

Children and Families Living in Poverty  
Children with Challenging Behaviors  
Professional Development

Group Facilitation  
Quality Improvement Processes  
Project Management

## Professional Experience

PROJECT LAUNCH NH – MANCHESTER COMMUNITY HEALTH CENTER– MANCHESTER, NH

2013 - present

### Project LAUNCH Director

- Responsible for oversight of all local system of care activities to improve outcomes for young children through improved collaboration, integration, and infrastructure development, including the Adverse Childhood Experiences Response Team (ACERT) in collaboration with Manchester Police Department and YWCA NH
- Lead all Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) activities within the locally-funded community and ensure their effective and efficient service delivery, including improving a system of developmental screening, enhanced home visiting, mental health consultation in early care and education, integration of behavioral health into primary care, and parenting skills training
- Convene and lead a Local Council on Young Child Wellness to develop and implement a Strategic Plan
- Provide leadership in all local facets of young child wellness efforts and facilitate efforts to improve local infrastructure, including implementing evidence-based and promising practices and guiding the establishment of interagency collaborations with other community-based, child- and family-serving public agencies
- Guide the development and implementation of the Strategic Plan and coordinate data and evaluation for performance reporting and evaluation purposes
- Promote the Project LAUNCH mission through upholding standards of cultural competence, system of care principles, family involvement, and integrative practices

2011 - 2013

TUFTS UNIVERSITY-- MEDFORD, MA

### Communications and Project Administrator: Office of the President

- Conceptualize and manage implementation of a coordinated system of communications for the university's strategic initiatives, including diversity, sustainability, administrative effectiveness, strategic planning, and capital planning
- Support various committees led by the President and Chief of Staff, including the President's Council on Diversity and Council on Campus Sustainability
- Coordinate with the Office of the Provost regarding strategic plan development aligned to the university's mission and vision and initiatives of the President's Office
- Collaborate with the Office of Institutional Research to gather and analyze data to be used as an evidence base for a range of on-going and one-time projects
- Write and disseminate a broad range of communications and correspondence including reports, announcements, and messages to the Tufts community
- Manage content on the President's Office website

### Accreditation Coordinator: Office of Institutional Research and Evaluation

- Provide support to the chair of the NEASC steering committee and assist the chairs of the 11 standard working groups in facilitating meetings and writing reports
- Serve as a resource for information on the accreditation process and the development of a comprehensive learning outcomes assessment system
- Coordinate and disseminate information to all individuals, committees, and agencies involved with the accreditation process
- Create, manage, organize, and update an accreditation wiki for internal university use and a virtual workroom for visiting accreditation team
- Manage and schedule the accreditation site visit
- Coordinate the preparation of and edit Tufts' accreditation self-study

2007 - 2011

SOUTHERN NEW HAMPSHIRE UNIVERSITY– MANCHESTER, NH

### Community Outreach Coordinator: School of Education

- Support collaboration with community partners, state organizations, and accrediting agencies
- Develop and assist in offering outreach programs and events supporting the professional development of students, teachers, parents, and faculty/staff
- Assist in School of Education's reaccreditation preparation through the NH Department of Education
- Serve as writer and content editor for the university semi-annual magazine and editor of School of Education monthly newsletter
- Support development and design of School of Education marketing materials including program sheets, viewbook, and other materials
- Coordinate with the Offices of Admissions and Transfer Admissions to streamline activities for prospective students, including open house and orientation events
- Developed two university-wide articulation agreements, including dual admission protocol and transfer credit equivalents, with local community colleges

### Adjunct Faculty: School of Education and College of Online and Continuing Education

- Develop syllabus for course offering, including required reading and writing assignments, quizzes, exams, observations, and class content for undergraduate and graduate level coursework in the field of Child Development and Early Childhood Education
  - ◻ Administration of Child Development Programs
  - ◻ Behavior Theory and Practice
  - ◻ Child Assessment
  - ◻ Child Development
  - ◻ Child Development Practicum
  - ◻ Cognitive Development of Young Children
  - ◻ Family and Culture
  - ◻ Foundations and Issues in Child Development
  - ◻ History/Philosophy of the Child Study Movement
  - ◻ Infants and Toddlers
  - ◻ Language and Cognitive Development
  - ◻ Precursors of Academic Skills
  - ◻ Psychosocial Development
  - ◻ Theories of Play

2006 - 2008

MANCHESTER COMMUNITY COLLEGE– MANCHESTER, NH

### Adjunct Faculty: Early Childhood Education Department

- Teach undergraduate level coursework in the field of Early Childhood Education
  - ◻ ECE 100 Early Child Growth & Development
  - ◻ ECE 116 Child Health, Safety, & Nutrition
  - ◻ ECE 250 Childcare Administration and Management

## VNA CHILD CARE AND FAMILY RESOURCE CENTER- MANCHESTER, NH

2001 - 2007

### Program Manager: Education and Professional Development

- Supervise over 50 staff and monitor classrooms to ensure provision of developmentally appropriate care and education to approximately 200 children and families
- Coordinate and provide professional development and training for over 50 teaching staff
- Provide evaluation and assistance to teachers who care for children with behavioral issues, including involvement on Universal, Targeted, and Intensive PBIS Teams to develop school-wide behavior expectations and individualized behavior intervention plans based on functional behavioral assessment
- Liaise with representatives from the Manchester School District to ensure consistent implementation of the Early Reading First program, including Curiosity Corner curriculum, PPVT-4 and PALS-PreK assessments, and professional development
- Coordinate with local school district to ensure children with special needs receive services and in accordance with IEP/IFSP activities/goals
- Increase capacity for and design quality initiatives including literacy, math, science, gross motor, and language arts
- Monitor day to day operational expenditures and discrepancies and provide input into annual budget planning

## HEAD START/EARLY HEAD START, SOUTHERN NH SERVICES, INC. - MANCHESTER, NH

1999 - 2001

### Systems Coordinator

- Develop and implement community collaborations and agreements
- Monitor a multi-million dollar budget and assist in development and writing of federal grant proposals
- Collaborate with Management Team to revise various program systems
- Plan and coordinate monthly Parent Policy Committee meetings

### Center Director

- Responsible for daily operations, management, and quality child care of the center
- Supervise teaching and family service staff
- Design and implement staff training
- Assist in recruitment of eligible families in community for program enrollment

### Teacher

- Caregiver in Head Start and Early Head Start programs
- Plan and implement developmentally appropriate curriculum
- Home visit with families enrolled in program
- Select and order equipment for model infant/toddler and preschool classrooms

## KIDS CARROUSEL - MANCHESTER, NH

1998 - 1999

### Teacher

- Plan and implement daily schedule and lesson plans
- Supervise two assistants with responsibility for sixteen toddlers
- Develop job description for Assistant Teacher position

### **Selected Trainer/Consultant Work**

SERESC PRESCHOOL TECHNICAL ASSISTANCE NETWORK- BEDFORD, NH  
GROW, LEARN, & PLAY AT MOORE CENTER SERVICES, INC. - MANCHESTER, NH  
VNA CHILD CARE AND FAMILY RESOURCE CENTER- MANCHESTER, NH  
EASTERSEALS CHILD DEVELOPMENT & FAMILY RESOURCE CENTER- MANCHESTER, NH

2009 - 2010

2009

2007 - 2010

2014 - present

### **Education**

SOUTHERN NEW HAMPSHIRE UNIVERSITY- MANCHESTER, NH  
**Master of Education in Child Development with a concentration in Administration, 2007**  
Thesis: *The Influence of Teacher Education Level on Early Childhood Education Program Quality*  
GRANITE STATE COLLEGE- MANCHESTER, NH  
**Bachelor of Science in Early Childhood Education Administration, 2004**

### **Professional Summary**

#### **AWARDS**

- Henry Morgan Award (achievement in professional development and commitment to improving the quality of care and education in NH)
- 2015, 2016, and 2018 NH Early Learning Champion Award

#### **SELECTED BOARDS, COMMUNITY AFFILIATIONS, AND ACTIVITIES**

- Chair of NH Children's Trust Board of Directors (present)
- Co-Chair of Spark NH Policy Committee (present)
- Vice Chair of Manchester Community Resource Center Board of Directors (present)
- Presenter at the Zero to Three National Training Institute (2016)
- Presenter at the Pyramid Model Consortium National Training Institute on Effective Practices: Addressing Challenging Behavior (2016, 2018)
- Presenter at the NAEYC Annual Conference (2008, 2009, 2010) and NAEYC Professional Development Institute (2010)
- Mentor in the State of NH Child Development Bureau Trainer Development Program (2008- 2009)
- Presenter at the Early Learning New Hampshire Annual Conference (2006, 2008)
- Presenter at the NAEYC/VTAEYC Administrator's Conference (2006, 2008)
- Member of the Task Force for the State of NH Child Care Licensing Regulations Revisions (2006-2008)

**MANCHESTER COMMUNITY HEALTH CENTER**  
**JOB DESCRIPTION**  
**ADOLESCENT CASE MANAGER**

**POSITION SUMMARY:**

The Adolescent Case Manager provides weekly, ongoing counseling and case management services to adolescents enrolled in the Adolescent Preventive Services Program, a collaboration between the Manchester School District and MCHC. The goal of these services is to provide interventions that enhance the overall physical, emotional and educational well-being of program participants, as well as to provide opportunities for participants to build strong and meaningful connections with their families, schools, and communities.

**RESPONSIBLE TO:**

1. Positions reports to the Director of Behavioral Health, Providers and other mental health staff as well as the school personnel at the various schools.

**PERFORMANCE RESPONSIBILITIES:**

1. Develop a means of identifying at-risk youth in Manchester's high schools or middle schools. This is done by seeking referrals from MCHC providers, as well as Manchester School District personnel including teachers, school nurses, guidance counselors and administration.
2. Seek parental consent on individual adolescents who express an interest in participation in the program. Track and follow up on all referrals made in and out of school.
3. Assess the social/emotional/educational needs of the participant.
4. Provide one-on-one counseling sessions on a weekly basis with identified adolescents whose parents/guardians provide consent to being regular program participants.
5. Coordinate referrals between the program and other agencies providing social and mental health services, as well as educational and recreational opportunities in both the school and local community to work toward enhancing participants' overall well-being.
6. Provide a long-term mentoring relationship, following the students through middle and high school until graduation with the objective being to create the greatest positive impact on long-term success.
7. Work with and counsel students to enhance their personal and social growth and increase their responsibility for behavior and attitudes. Provide opportunities and resources for students to increase their academic success, improve interpersonal relationships, learn problem-solving and decision-making skills, and resolve conflicts and crisis situations.
8. Communicate and collaborate with participants' parent(s)/guardian(s) as needed to discuss concerns, make referrals, etc.
9. Improve school connections to encourage improved academic performance, school attendance and behaviors, and attitudes toward learning and achievement.
10. Attend school meetings (i.e. IEP) as required and assist parents in an advocacy role when appropriate or requested.
11. Participate in an interdisciplinary team meeting (Adolescent Team Conference) for case consultation, developing and implementing program policies and procedures, and crisis management.
12. Maintain positive relationships with Manchester School District staff and administration, with ongoing communication about students' needs, office space, etc.

13. Maintain adequate safeguards for privacy and confidentiality in relationships with adolescents and record keeping.
14. Display the highest ethical and professional behavior and standards when working with adolescents, parents, school personnel, and community agencies.
15. Demonstrate knowledge and understanding of adolescent development and attend conferences/workshops in this area to maintain this knowledge and continuing education requirements for licensure.
16. These functions are performed under the supervision of the Director of Behavioral Health, however exercising independent and sound judgment is also necessary. Willingness to travel locally using own transportation (mileage reimbursement) is needed.

#### KNOWLEDGE/SKILLS/ABILITIES:

In addition, individual must possess these knowledge and these skills and abilities or be able to explain and demonstrate that the individual can perform the primary functions of the job with or without reasonable accommodation using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction, pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks, raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrist, hands and/or fingertips.
2. Ability to express or exchange ideas by means of the spoken word.
3. Ability to receive detailed information through oral communication and make fine discrimination in sound.
4. Ability to interact effectively with people of varied educational, socio-economic and ethnic backgrounds, skill levels and value systems; to work with frequent interruptions and to respond appropriately to unexpected situations. Excellent listening skills.
5. Ability to exert up to twenty (20) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, punch, pull, or otherwise move objects. Primary functions involve sitting, as well as stooping, kneeling, crouching, and reaching; walking, particularly for long distances; and standing for sustained periods of time.
6. Visual acuity sufficient for work which deals largely with visual inspection involving small anatomical or physiological details as well as the whole patient, preparing and analyzing data and figures, accounting, computer terminal operation, extensive reading, and visual inspection involving small parts/defects.
7. Excellent written, verbal communication and social skills.
8. Ability to endure periods of heavy workload or excessive stress.
9. Knowledge of database and spreadsheet software systems. Computer skills preferred and basic financial skills; as well as analytical skills for trend and situational analysis desired.
10. Ability to transport self to meetings, event and affiliated vendors.
11. Not substantially exposed to adverse environmental conditions.
12. Based on the mental requirements of the position, please check below the ADA statement that best fits the position. Choose ONLY ONE from below:

- ☐ Requires the ability to understand and follow simple instructions and to use simple equipment involving few decisions.



- Requires the ability to perform repetitive or routine duties working from detailed instructions and understand procedures. Requires the making of minor decisions.
- Requires the ability to plan and perform diversified duties requiring an extensive knowledge of a particular field and the use of a wide range of procedures. Involves the exercise of judgement in the analysis of facts and conditions regarding individual problems or transactions to determine what actions should be taken within the limits of standard practice.
- Requires the ability to plan and perform a wide variety of duties requiring general knowledge of policies and procedures. Requires considerable judgement to work independently toward general results, devising methods, modifying or adapting standard procedures to meet different conditions, making decisions based on precedent and policy.
- Requires the ability to plan and perform difficult work where only general methods are available. Involves highly technical or involved projects, presenting new or constantly changing problems. Requires outstanding judgement and initiative in dealing with complex factors not easily evaluated, also making decisions for which there is little precedent.
- Requires the ability to plan and perform complex work that involves new or constantly changing problems where there is little accepted method or procedure. Involves participation in the formulation and carrying out of policies, objectives and programs for major divisions or functions. Considerable ingenuity and exceptional judgement required to deal with factors not easily evaluated, interpret results and make decisions carrying a great deal of responsibility. Direct or coordinate the work of subordinate supervision in order to attain objectives.

#### MINIMUM QUALIFICATIONS AND EXPERIENCE:

1. Master's Degree in Social Work or similar and a valid New Hampshire License in Social Work or similar preferred.
2. Ability to work effectively with adolescents, families, and professionals from a wide range of cultural, social and economic backgrounds.
3. Three to five years of experience working with an adolescent population preferred.
4. BLS preferred.

New Position Developed: 07/13



## **Manchester Community Health Center Job Description**

**Job Title:** Behavioral Health Consultant/BHWET Facilitator

**Reports To:** Director of Social Services

**FLSA Status:** Exempt

**Summary:** Provide behavioral health consultation to children, adolescents, adults and families in order to improve psychosocial functioning as a component of the multi-disciplinary healthcare team. This responsibility includes referrals to other MCHC staff, community agency referrals, healthcare team collaboration (to include case management/conferencing); and community education/outreach. This position is also responsible for supporting the development of our Behavioral Health Workforce Education and Training (BHWET) Internship Program which includes providing supervision to MSW and MMHC students learning in an Integrated Behavioral Health setting and helping to develop a framework and materials for the Student Internship Program. 32-40 hour per week position with full benefits.

**Responsibilities:** Include the following.

- Provide comprehensive assessment, consultation, diagnosis, brief intervention of psychological/psychiatric problems and/or disorders.
- Provide effective treatment planning and assisting clients in successfully achieving goals including information and referral, advocacy and case management.
- Evaluate crisis situations and apply appropriate interventions.
- Actively participate in meetings that support MCHC's integrated health care model to provide comprehensive care for clients including consultation with medical staff.
- Assist in the detection of "at risk" patients and development of plans to prevent further psychological or physical deterioration.
- Assist the primary care team in developing care management processes such as the use of guidelines, disease management techniques, case management, and patient education to improve self-management of chronic disease.
- Works collaboratively with primary providers and other involved clinical staff to develop and implement care plans for patients.
- Teach patients, families, and staff, care prevention and treatment enhancement techniques.
- Short-term counseling.
- Maintain accurate, timely documentation in the client's medical record of all client contacts, case planning and the client's plan of care. All documentation in the client's medical record must be legible and easily understood by anyone who may need to access the record.
- Research available materials or develop new materials when appropriate that can be used by clients and/or families to reinforce verbal information given by MCHC staff. (For example: how to apply for Social Security.)
- Provide supervision to MSW, MMHC students on an ongoing basis.
- Support development of framework and materials for the Student Internship Program.
- Attend all mandatory safety-related and infection control in-services offered.
- Sensitivity to cultural diversity of population being served. Maintains client age-related competencies.
- Follow all Personnel Policies as described in Employee Orientation Handbook received at the time of employment.
- Other duties as assigned.

**Requirements:**

- Excellent working knowledge of behavioral medicine and evidence-based treatments for medical and mental health conditions.
- Ability to work through brief patient contacts as well as to make quick and accurate clinical assessments of mental and behavioral conditions.

- Should be comfortable with the pace of primary care, working with an interdisciplinary team, and have strong communication skills.
- Good knowledge of psycho-pharmacology
- Ability to design and implement clinical pathways and protocols for treatment of selected chronic conditions.

#### **Knowledge/Skills/Abilities:**

In addition, the individual must possess the knowledge, skills, and abilities, or be able to explain and demonstrate that they can perform the primary functions of the job using some other combination of skills and abilities with or without reasonable accommodations. They will possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks; raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists, hands and/or fingertips.
2. Ability to express or exchange ideas by means of the spoken word.
3. Ability to receive detailed information through oral communication and make fine discrimination in sound.
4. Ability to interact effectively with people of varied educational, socioeconomic and ethnic backgrounds, skill levels and value systems; to work with frequent interruptions and to respond appropriately to unexpected situations. Excellent listening skills.
5. Ability to exert up to twenty (20) pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, punch, pull, or otherwise move objects. Primary functions involve sitting, as well as stooping, kneeling, crouching, and reaching, walking, particularly for long distances, and standing for sustained periods of time.
6. Visual acuity sufficient for work which deals largely with preparing and analyzing data and figures, accounting, computer terminal operation, extensive reading, and visual perception involving small parts/defects.
7. Excellent written, verbal communication and social skills.
8. Ability to endure periods of heavy workload or excessive stress.
9. Knowledge of data base and spreadsheet software systems. Computer skills preferred and basic financial skills, as well as analytical skills for trend and situational analysis desired.
10. Ability to transport self to meetings, events and affiliated vendors.
11. Not substantially exposed to adverse environmental conditions
12. Based on the mental requirements of the position, please check below the ADA statement that best fits the position. Choose ONLY ONE from below:
  - ☐ Requires the ability to understand and follow simple instructions and to use simple equipment involving few decisions.
  - ☐ Requires the ability to perform repetitive or routine duties working from detailed instructions and understand procedures. Requires the making of minor decisions.
  - ☐ Requires the ability to plan and perform diversified duties requiring an extensive knowledge of a particular field and the use of a wide range of procedures. Involves the exercise of judgment in the analysis of facts and conditions regarding individual problems or transactions to determine what actions should be taken within the limits of standard practice.
  - ☐ Requires the ability to plan and perform a wide variety of duties requiring general knowledge of policies and procedures. Requires considerable judgment to work independently toward general results, devising methods, modifying or adapting standard procedures to meet different conditions, making decisions based on precedent and policy.
  - ☐ Requires the ability to plan and perform difficult work where only general methods are available. Involves highly technical or involved projects, presenting new or constantly changing problems. Requires outstanding judgment and initiative in dealing with complex factors not easily evaluated, also making decisions for which there is little precedent.
  - ☐ Requires the ability to plan and perform complex work that involves new or constantly changing problems where there is little accepted method or procedure. Involves participation in the formulation and carrying out of policies, objectives and programs for major divisions or functions. Considerable ingenuity and exceptional judgment required to deal with factors not easily evaluated, interpret results and make decisions

carrying a great deal of responsibility. Direct and coordinate the work of subordinate supervision in order to attain objectives.

**Qualifications:**

- **Education/Training:** Master's Degree in Social Work or other related field from an accredited graduate school.
- **Experience:** Two years' experience in healthcare field. Must demonstrate knowledge of community resources and the ability to network. Experience with low-income and multi-cultural populations necessary.
- **Computer Skills:** To perform this job successfully, an individual should have knowledge of Word Processing software.
- **Certificates and Licenses:** Licensed or working towards licensure in the State of NH as a Licensed Independent Clinical Social Worker (LICSW) or other related field.
- **BLS preferred.**
- **Skills:** Ability to work independently. Bilingual ability in English and Spanish preferred.

This is a CATEGORY 2 job (with regard to OSHA):

No reasonably anticipated exposure to blood and body fluids in completing this job.

Reviewed/revised 08/2002, 06/2003

## **MANCHESTER COMMUNITY HEALTH CENTER**

### **JOB DESCRIPTION**

#### **Director of Strategic Initiatives for Children**

#### **JOB SUMMARY:**

The Director of Strategic Initiatives for Children leads internal and external efforts to design and coordinate programs and services to support children in Manchester. The Director of Strategic Initiatives for Children (Director) facilitates the Local Council on Young Child Wellness (Local Council), a committee of the Manchester Health Department Neighborhood Health Improvement Strategy Leadership Team, whose responsibilities include the development and implementation oversight of a strategic plan. The Director is responsible for all aspects of innovative programming, including planning, developing, implementing, and evaluating programs to meet the mission, vision and strategic goals of Manchester Community Health Center. The Director will collaboratively develop and maintain a dynamic portfolio of child and family-focused programs.

#### **JOB RELATIONSHIPS:**

Responsible to the President/Chief Executive Officer. Responsible for oversight of Adverse Childhood Experiences Response Team (ACERT) and supervision of other early childhood wellness project directors/coordinators as assigned by the President/CEO.

#### **RESPONSIBILITIES AND AUTHORITIES:**

This position is responsible for oversight of all local system of childhood initiatives to improve outcomes for children and their families through improved collaboration, integration, and infrastructure development. Key duties of the Director of Strategic Initiatives for Children include:

1. Collaborate with the CEO relative to:
  - a. Engaging in outreach, strategic partnerships, and developing and recommending long-term strategies and goals for the organization.
  - b. Developing innovative and strategic programs to expand MCHC's role as a leader in community wellness
  - c. Developing or maintaining program partnerships
  - d. Expand existing programs
2. Supports MCHC senior leadership to understand, plan for, and successfully implement and sustain initiatives that build on the existing strengths of MCHC services, respond to the largest gaps in services and supports for children and families; and has minimal adverse/unintended consequences on the existing system.
3. Increase interagency collaboration with citywide partners, including the Manchester Health Department, to coordinate planning and implementation activities.
4. Lead and collaborate across MCHC departments to develop and implement programs.
5. Serves as strategic liaison for key organization initiatives between all programs, departments, and their stakeholders.
6. Convene the Local Council to facilitate completion of a Manchester Early Childhood Wellness Strategic Plan and associated implementation plans.
7. Engage internal and external stakeholders to advance early childhood policies and initiatives for children.
8. Communicate regularly with appropriate State of NH departments and divisions and participate on the Spark NH Council and/or relevant committees.
9. Oversees the launch of an initiative and execution of contracts with the designated agencies.
10. Work with the local system regarding implementation of evidence based practices and workforce development.
11. Attend and participate in other MCHC meetings as directed. If absent, responsible for reading of minutes and signing the documentation.
12. Attend mandatory safety-related and infection control in-services as designated by Senior Management.
13. Maintain current licensure by ongoing professional education (if applicable)
14. Maintain sensitivity to cultural diversity of population served. Maintain client age-related competence.
15. Other responsibilities as assigned by supervisor.

In addition, individual must possess this knowledge and these skills and abilities or be able to explain and demonstrate that the individual can perform the primary functions of the job with or without reasonable accommodation using some other combination.

of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks; raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists, hands and/or fingertips.
2. Ability to express or exchange ideas by means of the spoken word.
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6. Visual acuity sufficient for work which deals largely with preparing and analyzing data and figures, accounting, computer terminal operation, extensive reading, and visual perception involving small parts/defects.
7. Excellent written, verbal communication and social skills.
8. Ability to endure periods of heavy workload or excessive stress.
9. Knowledge of data base and spreadsheet software systems. Computer skills preferred and basic financial skills; as well as analytical skills for trend and situational analysis desired.
10. Ability to transport self to meetings, events and affiliated vendors.
11. Not substantially exposed to adverse environmental conditions.

Based on the mental requirements of the position, this ADA statement best fits the position:

- ☐ Requires the ability to plan and perform complex work that involves new or constantly changing problems where there is little accepted method or procedure. Involves participation in the formulation and carrying out of policies, objectives and programs for major divisions or functions. Considerable ingenuity and exceptional judgment required to deal with factors not easily evaluated, interpret results and make decisions carrying a great deal of responsibility. Direct and coordinate the work of subordinate supervision in order to attain objectives.

#### QUALIFICATIONS:

##### ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES:

1. Demonstrated leadership skills and ability to influence and motivate constituencies that could span multiple organizational boundaries.
2. Ability to organize, coordinate, and lead diverse people into effective committees and task forces.
3. Demonstrated excellent planning, organizational, and analytical skills.
4. Demonstrated ability to make sound business decisions using good business judgment and innovative and creative problem-solving.
5. Demonstrated ability to manage financial, organizational, and staff resources.
6. Excellent interpersonal and communications skills with the ability to cultivate professional and business partnerships.
7. Broad-based strategic planning experience.
8. Ability to evaluate the effectiveness of programs and to provide guidance in preparing new and/or improving programs.
9. Excellent and effective communications skills, including the ability to write well and make clear, concise verbal presentations and written reports.
10. Knowledge of childhood development across physical, mental, social, emotional, and behavioral domains and related service systems.
11. Ability to mobilize service systems, management, policy analysis and strategic thinking; Ability to foster collaborative relationships, communicate effectively with professional and administrative personnel; exercise judgment and discretion in applying and interpreting policies and procedures.
12. Ability to work with individuals and groups in a culturally and linguistically competent manner.
13. Expertise in the provision of childhood health and mental health prevention services.

**MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS:** A master's degree in early childhood development or education or public or human service administration or a child development or human services programmatic field, and a minimum of four years of human service experience, one of which must have been in human service program planning.

**SALARY RANGE: (EXEMPT POSITION)**

This is a CATEGORY 4 job (with regard to OSHA):

There is no reasonably anticipated exposure to blood and body fluids in completing this job.

Educated regarding "Enforcement Policy and Procedures for Occupational Exposure to Tuberculosis," including use of NIOSH approved high efficiency particulate air (HEPA) respirators.

**MANCHESTER COMMUNITY HEALTH CENTER IS AN EQUAL OPPORTUNITY EMPLOYER (EOE)**

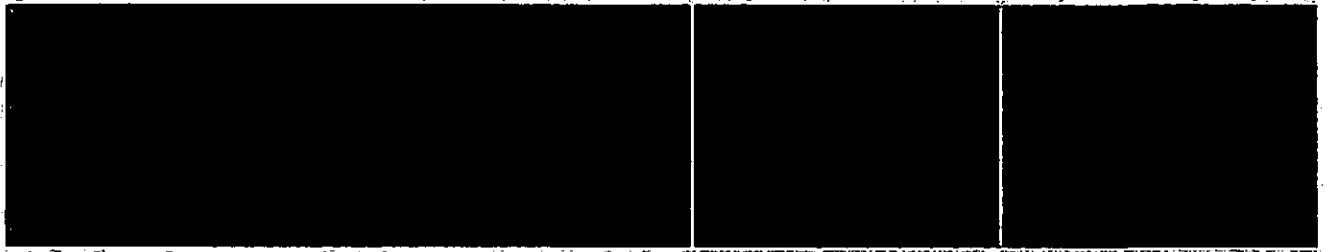
New Description developed: 11/2014

Revised 02/2016

Revised 03/2018

Signature: \_\_\_\_\_

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



## FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report



***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
December 6, 2017

# MANCHESTER COMMUNITY HEALTH CENTER

## Statements of Operations

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 9,734,445	\$ 9,284,028
Provision for bad debts	<u>(1,687,439)</u>	<u>(1,098,074)</u>
Net patient service revenue	8,047,006	8,185,954
Grants and contracts	6,832,729	6,397,842
Other operating revenue	104,554	154,857
Net assets released from restriction for operations	<u>716,090</u>	<u>- 539,958</u>
Total operating revenue	<u>15,700,379</u>	<u>15,278,611</u>
Operating expenses		
Salaries and benefits	12,556,077	10,658,870
Other operating expense	4,579,067	4,221,587
Depreciation	336,129	311,809
Interest expense	<u>54,071</u>	<u>38,875</u>
Total operating expenses	<u>17,525,344</u>	<u>15,231,141</u>
Operating (loss) income	<u>(1,824,965)</u>	<u>47,470</u>
Other revenues and gains		
Contributions	194,463	209,687
Investment income	1,166	984
Equity in earnings from limited liability company	<u>4,095</u>	<u>15,703</u>
Total other revenues and gains	<u>199,724</u>	<u>226,374</u>
(Deficit) excess of revenue over expenses	<u>(1,625,241)</u>	<u>273,844</u>
Grants for capital acquisition	69,001	79,924
Net assets released from restriction for capital acquisition	<u>328,693</u>	<u>-</u>
(Decrease) increase in unrestricted net assets	<u>\$ (1,227,547)</u>	<u>\$ 353,768</u>

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The accompanying notes are an integral part of these financial statements.

# MANCHESTER COMMUNITY HEALTH CENTER

## Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ (999,088)	\$ 359,794
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	1,687,439	1,098,074
Depreciation	336,129	311,809
Equity in earnings from limited liability company	(4,095)	(15,703)
Contributions and grants for long-term purposes	(726,960)	(79,924)
Increase in the following assets		
Patient accounts receivable	(1,690,516)	(1,219,342)
Grants and other receivables	(376,416)	(73,969)
Prepaid expenses	(11,650)	(24,094)
Increase in the following liabilities		
Accounts payable and accrued expenses	573,177	157,242
Accrued payroll and related expenses	125,077	312,467
Net cash (used) provided by operating activities	<u>(1,086,903)</u>	<u>826,354</u>
Cash flows from investing activities		
Release of (increase in) board-designated reserves	150,000	(75,000)
Capital expenditures	<u>(902,418)</u>	<u>(215,153)</u>
Net cash used by investing activities	<u>(752,418)</u>	<u>(290,153)</u>
Cash flows from financing activities		
Contributions and grants for long-term purposes	726,960	79,924
Proceeds from line of credit	920,000	-
Payments on line of credit	(110,000)	-
Payments on long-term debt	<u>(50,522)</u>	<u>(48,003)</u>
Net cash provided by financing activities	<u>1,486,438</u>	<u>31,921</u>
Net (decrease) increase in cash and cash equivalents	<u>(352,883)</u>	<u>568,122</u>
Cash and cash equivalents, beginning of year	<u>1,024,773</u>	<u>456,651</u>
Cash and cash equivalents, end of year	<u>\$ 671,890</u>	<u>\$ 1,024,773</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 54,071	\$ 38,875
Capital expenditures in accounts payable	321,590	-

The accompanying notes are an integral part of these financial statements.

# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 1,391,757	\$ 608,028
Provision	1,687,439	1,098,074
Write-offs	(1,376,802)	(314,345)
Balance, end of year	<u>\$ 1,702,394</u>	<u>\$ 1,391,757</u>

The increase in provision and write-offs is primarily the result of the regulatory environment related to challenges with credentialing of providers and timely filing limits imposed by managed care companies.

### Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

### Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$20,298 and \$16,203 at June 30, 2017 and 2016, respectively.

### Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for future capital needs.

### Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the (deficit) excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit continuing donor stipulations, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2017 and 2016

### Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

### Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$15,198,514	\$13,439,463
Administrative and general	2,138,503	1,619,871
Fundraising	<u>188,327</u>	<u>171,807</u>
Total	<u>\$17,525,344</u>	<u>\$15,231,141</u>

### (Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

### Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2017 and 2016

The Organization has a promissory note with Citizens Bank, N.A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note is a five-year balloon note due December 1, 2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2017). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. After receiving a waiver from Citizens to exclude certain one-time items from the debt service coverage calculation, the Organization is in compliance with all loan covenants at June 30, 2017.

Scheduled principal repayments of long-term debt are as follows:

2018	\$ 52,316
2019	1,199,784
2020	6,115
2021	518
2022	58

### 5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	<u>2017</u>	<u>2016</u>
Temporarily restricted		
Program services	\$ 148,927	\$ 74,280
Child health services	269,272	356,884
Capital improvements (expended):	66,955	93,546
Capital improvements (not yet in service)	<u>325,005</u>	<u>56,990</u>
Total	<u>\$ 810,159</u>	<u>\$ 581,700</u>
Permanently restricted		
Working capital	<u>\$ 101,358</u>	<u>\$ 101,358</u>

# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2017 and 2016

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to \$1,620,083 and \$1,649,562 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

### 7. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$289,444 and \$266,304 for the years ended June 30, 2017 and 2016, respectively.

### 8. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	<u>2017</u>	<u>2016</u>
Medicare	14 %	15 %
Medicaid	42 %	46 %
Other	<u>44 %</u>	<u>39 %</u>
	<u>100 %</u>	<u>100 %</u>

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 81% and 72%, respectively, of grants and contracts revenue.

# **MANCHESTER COMMUNITY HEALTH CENTER**

## **Notes to Financial Statements**

**June 30, 2017 and 2016**

During 2017, approximately \$917,000 in bad debt write-offs occurred for charges incurred in 2015 and 2016, and were primarily the result of regulatory issues with credentialing of providers and timely filing limits imposed by managed care insurers, and are not expected to recur in 2018. In addition, provider utilization declined in 2017 due to reduced capacity during renovations, which will be completed in the first quarter of 2018. That utilization reduction was approximately \$290,000 in 2017.

In 2017, the Organization was awarded a grant and acted in good faith, incurring nearly \$250,000 in expenses to provide the services, but never received the final signed prospective contract until 2018. Management also plans to implement enhanced charges in 2018 that will capture services currently being provided but not being billed for which is estimated to provide another \$200,000 in revenue annually, as well as expanding 340B pharmacy activities which would also provide another \$100,000 annually.

2



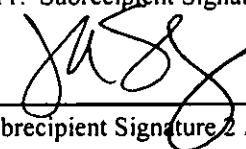
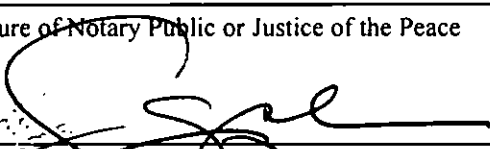
KATHLEEN DAVIDSON	Legal	Hagal/Hodes/Prof/Asse	Vice President
RICHARD ELWELL	Finance	Sprouts International	Treasurer
DOMINIQUE A. RUST	Social Services & Healthcare	NH Catholic Charities	President
TONI PAPPAS	Local Government & Business	Business NH Magazine	Director
IDOWU EDOKPOLO	Youth Services	Easter Seals	Director
CATHERINE MARSELLOS	Legal & Public Utilities	NH Public Utilities Commission	Secretary
SOM GURUNG	Residential (Care/Dev. Disabilities)	Community Bridges	Director
LINDA LANGSTEN	Human Resources	Boreas Holdings Inc	Director
DAWN MCKINNEY	Advocacy/Lobbying	NH Legal Assistance	Director
MOHAMMAD SALEEM YUSUF	Software Development & Maintenance	NH Technical Institute	Director
ORESTE (RUSTY) J. MOSCA	Financial (Auditing, Accounting, Construc	Nathan Wechsler & Company	Director
DAVID GRESPO	Field Consultant/Financial Services	Mutual of America	Director
ANGELLA CHEN SHADEED	Social Services - Caregiver, Business owner (Salon, Restaurant)	Partially Retired	Director
DENNIS (DANNY) CARLSEN	Real Estate	Retired	Director
SONYA FRIAR	Driver Education	Safety/Instruction	Director
MARIA MARIANO	Retail Industry		Director
PHILLIP ADAMS	Construction	Self-employed	Director

# GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:

## GENERAL PROVISIONS

### 1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St. Concord, NH 03301	
1.3. Subrecipient Name YWCA New Hampshire		1.4. Subrecipient Address 72 Concord St. Manchester, NH 03101	
1.5 Subrecipient Phone # 603-625-5785	1.6. Account Number 5897-072-500575	1.7. Completion Date 09/30/2021	1.8. Grant Limitation \$ 71,577.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number 603-271-1234	
"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 		1.12. Name & Title of Subrecipient Signor 1 Jessica Sugme, CEO	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 12/20/18, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person 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)		CATHERINE GAGNE, Notary Public My Commission Expires March 23, 2021	
1.13.2. Name & Title of Notary Public or Justice of the Peace Catherine Gagne			
1.14. State Agency Signature(s) Kathleen Carr 1-10-19		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director & Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Dianne Martin Assistant Attorney General, On: 1/17/19			
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"), 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 A (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 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 1.14 ("the effective date").
  - 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 B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, 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, subgrantee, 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 fifteen (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 of 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

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- 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 A 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 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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### -SCOPE OF SERVICES-

1. YWCA as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of opioid crisis in compliance with the terms, conditions, specifications, and scope of work as outlined in the joint OVC federal Grant application titled; 2018 Enhancing Community Responses to the Opioid Crisis: Serving Our Youngest Crime Victims.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271- 8090 or Thomas Kaempfer@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$71,577.00 of the total Grant Limitation upon Governor and Council approval through 09/30/2021, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Special Conditions Appendix 1 which is subject to annual review.

## Appendix 1

### 1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### 2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 20 14), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.



Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

### 3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### 4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

### 5. Required training for Point of Contact and all Financial Points of Contact -

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

#### 6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(!), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### 7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

#### 8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "**contract**").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$ 150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$ 150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$ 150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award.

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

## 21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Subrecipient Initials JS

Date 12/21/18

22. Compliance with general appropriations- law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OYW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

29. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

30. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

31. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.

34. The recipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers, or documents related to this grant.

35. OVC reserves the right to take appropriate action in instances when the grantee fails to initiate activity on the grant or misses multiple time task lines. OVC action may include, but is not limited to, termination or suspension of the grant.

36. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. The grantee agrees to submit to OVC, within 30 days of award, a revised time-task plan. This revised time-task plan should be developed in consultation with the OVC program specialist assigned to the project, and should clearly indicate the following: (1) each of the stated project objectives and the tasks to be performed to achieve those objectives; (2) the completion dates for tasks and delivery dates for products; (3) the project staff responsible for accomplishing each task; 4) submission dates for financial and programmatic progress reports, consistent with the requirements of the OJP Financial Guide; and 5) incorporation of development schedule for print, video, and multimedia products to assure periodic OVC reviews of products (see Product Submission Requirements).

### 39. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

40. The grantee agrees to submit any print or electronic promotional materials concerning any OVC-funded project that are intended for public dissemination to OVC for review seven (7) working days in advance of release. This includes, but is not limited to: fact sheets, newsletters, press releases, Web-based materials, and listserv announcements.

41. The grantee agrees to use grant funds to make any substantive corrections, if appropriate, to a publication or product in response to comments generated through either the OVC peer review process or the internal Department of Justice review process. Any grant-funded products (written, Web-based, audio-visual, or any other media format), whether produced at the grantee's or government's expense, shall contain the following statement: This \_\_\_\_\_ was produced by \_\_\_\_\_ under [2018-V3-GX-0038], awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this \_\_\_\_\_ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.

42. Within 90 days of the date of award, the grantee will submit to the Office for Victims of Crime for review and approval its policies and procedures that it has established to maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, and its policies and procedures relating to information sharing between partners. In addition, the grantee must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the grantee.

43. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

44. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2018, are available until the end of FY 2021).

45. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

46. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

#### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

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

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

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

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

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

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

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

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

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;  
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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



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

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

Jessica Sugrue, CEO  
Name and Title of Head of Agency

  
Signature

12/20/2018  
Date

YWCA NH 72 Concord St Manchester NH 03101  
Name and Address of Agency

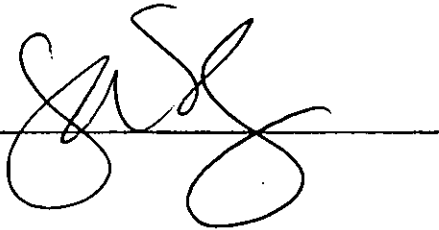
EEOP Reporting

I, Jessica Syme [responsible official], certify that  
YWCA NH [recipient] has completed the EEO reporting tool certification  
form at: [https://oip.gov/about/ocr/fag\\_eeop.htm](https://oip.gov/about/ocr/fag_eeop.htm) on 11/5/2018 [Date]

And that Jessica Syme [responsible official] has completed the EEOP  
training at <https://oip.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 11/5/2018 [date]

I further certify that: YWCA NH [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the  
delivery of services.

Signature: \_\_\_\_\_



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

12/20/2018

## Non-supplanting Certification

### Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

### Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

---

The YWCA NH (Applicant) certifies that any funds awarded through grant number shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The YWCA NH (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Jessica Sugrue, CEO

Signature: 

Date: 12/20/2018

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, — tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

**(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.



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## **Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

### **(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

### **(B) Nondisclosure**

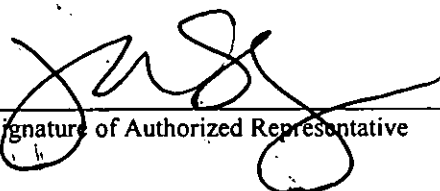
Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Jessica Sugrue CEO  
Typed Name of Authorized Representative Title

Telephone Number 603-625-5785

 12/21/18  
Signature of Authorized Representative Date Signed

YWCA NH  
Agency Name

**Public Reporting Burden Paperwork Reduction Act Notice.** Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10<sup>th</sup> Floor, Washington, DC 20530.

# State of New Hampshire

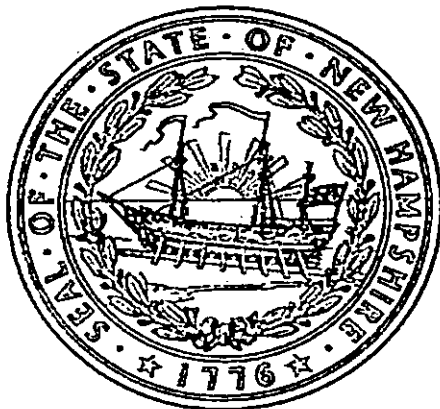
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that YWCA NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1920. 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: 66716

Certificate Number : 0004209771



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of November A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Patricia Findlen, Chair, YWCA Board of Directors, do hereby certify that:



**YWCA New Hampshire**

72 Concord Street  
Manchester, NH, 03101  
P 603.625.5785  
F 603.627.8900

1. The YWCA NH Board of Directors has agreed to accept funds and enter into a grant agreement with the NH Department of Justice;

2. The YWCA NH Board of Directors authorizes the CEO to execute any documents which may be necessary for this contract;

3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof, and

4. The following now occupies the office indicated above:

Jessica Sugrue, CEO

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair on this 20th day of December 2018.

Patricia Findlen, Chair  
YWCA NH Board of Directors

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this 20th day of December 2018, before me, Catherine Gagne, the undersigned officer, personally appeared Patricia Findlen, who acknowledged their self to be the Board Chair for YWCA New Hampshire, being authorized to do so, executed the foregoing instrument for the purpose herein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.

  
Catherine Gagne, Notary Public  
CATHERINE GAGNE, Notary Public  
My Commission Expires March 23, 2021





Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077552844  
July 21, 2010 LTR 4168C 0  
02-0222254 000000 00

00037153

BODC: TE

YWCA NEW HAMPSHIRE  
72 CONCORD ST  
MANCHESTER NH 03101-1806

5470

Employer Identification Number: 02-0222254

Person to Contact: Ms Fox

Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 05, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in November 1929.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

4077552844

July 21, 2010 LTR 4168C 0  
02-0222254 000000 00

00037154

YWCA NEW HAMPSHIRE  
72 CONCORD ST  
MANCHESTER NH 03101-1806

Sincerely yours,

*Cindy Thomas*

Cindy Thomas  
Manager, EO Determinations



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIA/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Judith George CIC,CPIW,CRIS <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> jgeorge@crossagency.com	
<b>INSURED</b>  YWCA New Hampshire DBA: 72 Concord Street Condominium 72 Concord Street Manchester NH 03101		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Illinois National Ins. Co. <b>INSURER B:</b> Illinois National Ins. Co. <b>INSURER C:</b> National Union Fire Insurance Company of Pittsburgh PA <b>INSURER D:</b> LM Insurance Corp <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>  19445 33600	

**COVERAGES****CERTIFICATE NUMBER:** 18-19 All Lines**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		08-LX-027571357-0	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						Each Occurrence retro \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		08-CA-023317817-0	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$
		BODILY INJURY (Per person) \$ 1,000,000				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		29-UD-025009097-0	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 3,000,000
		AGGREGATE \$ 3,000,000				
		\$				
		\$				
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC531S808405	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 500,000				
		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
		E.L. DISEASE - POLICY LIMIT \$ 500,000				
D	Workers Compensation		3(a) State: NH			All Officers Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**State of New Hampshire Department of Justice  
33 Capital Street

Concord

NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judith L. George, CIC, CRIS, CPIW

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## YWCA JOB DESCRIPTION

TITLE	CLASSIFICATION	DATE OF REVISION
<i>Director of Crisis Services Program</i>	<i>Full-Time Exempt</i>	<i>December 2015</i>
BRANCH/DEPARTMENT	TITLE OF SUPERVISOR	
<i>Crisis Services</i>	<i>CEO</i>	

### MAJOR PURPOSE:

Design, develop and provide supervision for YWCA Crisis Services based on program standards and best practices; established service delivery, safety and confidentiality policies and protocols; and established program outcomes and participation goals.

### PRIMARY FUNCTION:

#### *Program Administration*

- Submit an annual work plan to the CEO to meet the goals of YWCA Crisis Services.
- Work with the CEO to prepare and implement the annual budget for YWCA Crisis Services.
- Submit all proposals for funding from grant programs offered through the NHCADSV.
- Ensure that reports and data are submitted to funders on a timely basis.
- Document and implement program policies, ensuring compliance with NHCADSV program standards as well as YWCA New Hampshire agency policies and the mission of YWCA New Hampshire.
- Ensure that YWCA Crisis Services Volunteer Training is in compliance with the law and meets the goals of the program and the agency.
- Ensure that adequate program records and statistics are kept within the program to meet all requirements.

#### *Program Coordination*

- Direct program planning, implementation and evaluation for YWCA Crisis Services.
- Recruit, schedule and supervise all staff in YWCA Crisis Services.
- Oversee program implementation to ensure that consistent and high quality services are being offered at all locations.
- Ensure that program planning and implementation at Emily's Place meets the requirements of the YWCA Crisis Service.
- Provide staff orientation and professional development opportunities to attract and retain qualified staff.

### *Community Relations*

- Ensure effective communication with all systems working with YWCA Crisis Services, including law enforcement, the courts, State of NH departments, and other community agencies, including other YWCA New Hampshire programs and departments.
- Facilitate collaborative program initiatives and development of joint programs with other social service agencies in order to enhance the community response to victims of domestic and sexual violence.
- In conjunction with the CEO, network with local and statewide groups and organizations to ensure visibility for YWCA Crisis Services program and services and to ensure that YWCA Crisis Services is aware of initiatives that impact victim services.
- Attend, whenever possible, all events at YWCA New Hampshire.

### *General*

- Provide backup to direct service staff (direct services to clients), as needed.
- Promote YWCA mission, and work to eradicate violence against women.
- Foster teamwork within the program and the agency.
- Perform other tasks as assigned.

### *REQUIREMENTS:*

- M.S. W. Preferred or Bachelor's degree and three years experience in domestic and sexual violence issues on management level. Equivalent of degree and experience may be considered. Successful completion of mandatory thirty-hour training required.
- Understanding of domestic and sexual violence issues and a victim services model that focuses on victim safety and perpetrator accountability.
- Commitment to the mission of YWCA and to the empowerment model of service delivery used at YWCA Crisis Services.
- 3-5 years of progressively responsible supervisory, project management and administrative experience.
- Prior experience in budgeting and grants management.
- Must have valid driver's license, reliable transportation and proof of automobile insurance.

---

Employee Signature

---

Date

## **Amy M. Pettengill, M.S.W LADC**



### **Education:**

**Licensed Drug Alcohol Counselor (LADC)**  
**New Hampshire License # 0957 – Expiration: 6/30/19**

***University of New Hampshire***  
**Durham, NH**  
-Master of Social Work

***College of New Rochelle***  
**New Rochelle, NY**  
- Bachelor of Social Work  
- Minor in Sociology

### **Work Experience:**

***Director of Crisis Services***  
**YWCA NH, Manchester, NH (July 2015- Present)**  
- Supervise all Staff, Interns, Volunteers, and Americorp members  
- Ensure that effective services are being provided to over 5,000 clients annually  
- Manage the Emergency Domestic Violence Shelter  
- Participate in regularly scheduled community meetings such as the Domestic Violence Council and the Sexual Assault Response Team  
- Provide Case Management and Drug and Alcohol Counseling  
- Facilitate regular staff meetings and trainings

***Program Coordinator of the Supervised Visitation and Child Exchange Center***  
**YWCA NH, Manchester, NH (November 2013- July 2015)**  
- Conducted intake assessments to determine program eligibility  
- Provided program staff supervision  
- Monitored supervised visits and exchanges  
- Maintained family files  
- Provided monthly and annual statistics of families using the center

***Supervisor***  
**TCA Crossroads, Haverhill, MA (January 2012 – March 2013)**  
- Provided weekly staff supervision  
- Ensured the safety and well-being of 9 teenaged boys

- Conducted weekly primary sessions with residents
- Facilitated a variety of therapeutic groups

### ***Case Worker***

#### **Child and Family Services, Concord, NH (June 2011 - December 2012)**

- Coordinated therapeutic treatment for youth on probation
- Facilitated weekly independent living groups
- Provided weekly 1:1 counseling to youth
- Wrote treatment plans and monthly reports

### ***Substance Abuse Counselor***

#### **Farnum Center, Manchester, NH (January 2009 – June 2011)**

- Provided regular counseling to substance abusing adults
- Facilitated weekly family education groups
- Completed multiple assessments on clients
- Made community referrals with discharge planning

### ***1:1 Counselor***

#### **Dare Family Services, Newburyport, MA (May 2008 - June 2010)**

- Taught and monitored parenting skills to pregnant and parenting teens
- Provided weekly individual counseling
- Communicated and collaborated with all treatment professionals involved with the client
- Transported and attended medical appointments with residents

### ***MSW Intern***

#### **NH State Prison for Women, Goffstown, NH (May 2007 - May 2008)**

- Facilitated weekly substance abuse, victim impact, and eating disorder groups
- Assisted inmates with after care planning
- Attended regular court and parole hearings
- Participated in weekly LICSW and LADC supervision

### ***Case Manager***

#### **Community Partners, Rochester, NH (May 2006 - May 2008)**

- Provided in home mental illness management to children aged 4-18
- Assisted families with developing goals and a treatment plan
- Facilitated State of NH Child Impact Seminar

### ***Case Manager***

#### **Our House for Girls, Dover, NH (May 2004 - May 2006)**

- Assisted with the creation of resident treatment plans
- Facilitated quarterly case planning meetings
- Met weekly with individual clients to discuss progress and goals
- Monitored residents during daily activities

# 2018/2019 YWCA New Hampshire Board of Directors

(Revised 8/30/2018)

Name and Address	Home	Work	Work	Fax	e-mail address
Adumene, Kile					
Term 1: March 2020			836-6675		
Agbenowossi, Yawa		Graduate Assistant SNHU 2500 North River Road Manchester, NH 03106			
Term 1: August 2021					
Ahyi-Amendah, PhD, Nathalie		Contractor Scientist Pfizer Andover MA			
Term 1: January 2020					<a href="mailto:LBennett@anselm.edu">LBennett@anselm.edu</a>
Bennett, Laurie		St. Anselm College 100 St. Anselm Drive Manchester NH 03102			
Term 1: January 2021					
Bird, Megan					
Term 1: August 2021			224-1279		<a href="mailto:iday@nhchildrenstrust.org">iday@nhchildrenstrust.org</a>
Day, Julie		Strengthening Families Director NH Children's Trust 10 Ferry Street Suite 315 Concord NH 03301			
Term 1: June 2021			716-2402		<a href="mailto:dehrler@CamdenNational.com">dehrler@CamdenNational.com</a>
Donna Ehrler		Senior Vice President Camden National Bank 900 Elm Street Suite 802 Manchester NH 03101			
Term 1: November 2018					
Findlen, Patricia (Chair)		Southern NH University 2500 North River Road Manchester NH 03106	232-4648		<a href="mailto:P.Findlen@snhu.edu">P.Findlen@snhu.edu</a>
Term 2: January 2019			206-9904	645-4331	<a href="mailto:igeorge@crossagency.com">igeorge@crossagency.com</a>
George, Judy (Vice Chair)		Account Executive Cross Insurance 1100 Elm Street Manchester NH 03101			
Term 2: October 2020			644-3190		<a href="mailto:b.gilmore@snhu.edu">b.gilmore@snhu.edu</a>
Gilmore, Brooke		Director, Deborah L. Coffin Women's Center/Asst Professor at Southern New Hampshire University 2500 N. River Road Manchester, NH 03106			
Term 1: August 2020			223-1127		<a href="mailto:ssarabia@nedelta.com">ssarabia@nedelta.com</a>
Sarabia, Sheila		Compliance Manager Northeast Delta Dental One Delta Drive Concord NH 03302-2002			
Term 1: August 2020					
Seaton, Jennifer					



**YWCA NEW HAMPSHIRE**  
**FINANCIAL STATEMENTS**  
**JUNE 30, 2018**

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HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101  
(603) 669-5477 FAX (603) 669-0197

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
YWCA New Hampshire  
Manchester, New Hampshire

We have audited the accompanying financial statements of YWCA New Hampshire (the "Association") (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

To the Board of Directors  
YWCA New Hampshire

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Association as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Manchester, New Hampshire  
September 18, 2018

*Hessum & Pave PC*

YWCA NEW HAMPSHIRE

STATEMENT OF FINANCIAL POSITION

As of June 30, 2018  
(with comparative totals for 2017)

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 15,915	\$ 15,624
Grants receivable	91,178	269,186
Prepaid expenses	<u>2,048</u>	<u>4,449</u>
Total current assets	109,141	289,259
Security deposit	2,470	2,470
Investments	182,856	226,045
Beneficial interest in trust	1,692,087	1,642,127
Property and equipment, net	<u>1,057,695</u>	<u>944,678</u>
Total assets	<u>\$ 3,044,249</u>	<u>\$ 3,104,579</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 47,245	\$ 26,000
Deferred revenue	30,686	26,273
Line of credit	153,528	175,116
Current portion of long-term debt	<u>22,968</u>	<u>21,498</u>
Total current liabilities	<u>254,427</u>	<u>248,887</u>
Non-current liabilities		
Long-term debt, less current portion	113,749	97,970
Other liability (Note 10)	<u>34,866</u>	<u>34,866</u>
Total non-current liabilities	<u>148,615</u>	<u>132,836</u>
Total liabilities	<u>403,042</u>	<u>381,723</u>
Net assets		
Unrestricted	732,339	729,136
Temporarily restricted	1,779,778	1,864,630
Permanently restricted	<u>129,090</u>	<u>129,090</u>
Total net assets	<u>2,641,207</u>	<u>2,722,856</u>
Total liabilities and net assets	<u>\$ 3,044,249</u>	<u>\$ 3,104,579</u>

See notes to financial statements.

YWCA NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018</u>
Public support				
Foundations and grants	\$ 555,494	\$ 47,000	\$ -	\$ 602,494
United Way	5,137	-	-	5,137
Contributions	35,907	3,004	-	38,911
Memberships	210	-	-	210
In-kind donations	25,300	-	-	25,300
Special events (net of direct costs of \$22,281 in 2018)	31,437	-	-	31,437
Total public support	<u>653,485</u>	<u>50,004</u>	<u>-</u>	<u>703,489</u>
Revenue				
Program fees	88,779	-	-	88,779
Facilities rental	29,047	-	-	29,047
Investment income, net of fees	781	2,629	-	3,410
Other revenue	19,204	-	-	19,204
Net assets released from restrictions	190,009	(190,009)	-	-
Total revenue	<u>327,820</u>	<u>(187,380)</u>	<u>-</u>	<u>140,440</u>
Total public support and revenue	<u>981,305</u>	<u>(137,376)</u>	<u>-</u>	<u>843,929</u>
Expenses				
Program services	797,635	-	-	797,635
Management and general	181,304	-	-	181,304
Total expenses	<u>978,939</u>	<u>-</u>	<u>-</u>	<u>978,939</u>
Increase (decrease) in net assets from operations	2,366	(137,376)	-	(135,010)
Non-operating income				
Unrealized losses on investments	(1,497)	(6,632)	-	(8,129)
Realized gains on investments	2,334	9,196	-	11,530
Change in beneficial interest in trust	-	49,960	-	49,960
Total non-operating income	<u>837</u>	<u>52,524</u>	<u>-</u>	<u>53,361</u>
Increase (decrease) in net assets	3,203	(84,852)	-	(81,649)
Net assets, beginning of year	<u>729,136</u>	<u>1,864,630</u>	<u>129,090</u>	<u>2,722,856</u>
Net assets, end of year	<u>\$ 732,339</u>	<u>\$ 1,779,778</u>	<u>\$ 129,090</u>	<u>\$ 2,641,207</u>

See notes to financial statements.

**YWCA NEW HAMPSHIRE**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended June 30, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>
Public support				
Foundations and grants	\$ 456,923	\$ 135,000	\$ -	\$ 591,923
United Way	44,070	-	-	44,070
Contributions	29,352	42,399	-	71,751
In-kind donations	18,286	-	-	18,286
Special events (net of direct costs of \$13,277 in 2017)	38,840	-	-	38,840
Total public support	<u>587,471</u>	<u>177,399</u>	<u>-</u>	<u>764,870</u>
Revenue				
Program fees	36,964	-	-	36,964
Facilities rental	19,369	-	-	19,369
Investment income, net of fees	523	5,203	-	5,726
Other revenue	37,224	-	-	37,224
Net assets released from restrictions	28,607	(28,607)	-	-
Total revenue	<u>122,687</u>	<u>(23,404)</u>	<u>-</u>	<u>99,283</u>
Total public support and revenue	<u>710,158</u>	<u>153,995</u>	<u>-</u>	<u>864,153</u>
Expenses				
Program services	645,379	-	-	645,379
Management and general	126,254	-	-	126,254
Total expenses	<u>771,633</u>	<u>-</u>	<u>-</u>	<u>771,633</u>
(Decrease) increase in net assets from operations	(61,475)	153,995	-	92,520
Non-operating income				
Unrealized gains on investments	2,024	16,666	-	18,690
Realized losses on investments	(1,029)	(8,500)	-	(9,529)
Change in beneficial interest in trust	-	43,676	-	43,676
Total non-operating income	<u>995</u>	<u>51,842</u>	<u>-</u>	<u>52,837</u>
(Decrease) increase in net assets	(60,480)	205,837	-	145,357
Net assets, beginning of year	<u>789,616</u>	<u>1,658,793</u>	<u>129,090</u>	<u>2,577,499</u>
Net assets, end of year	<u>\$ 729,136</u>	<u>\$ 1,864,630</u>	<u>\$ 129,090</u>	<u>\$ 2,722,856</u>

See notes to financial statements.

YWCA NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2018  
(with comparative totals for 2017)

	Program Services			Management and General	2018	2017
	Crisis Services	Youth and Community Service	Total Program Services			
Wages	\$ 435,107	\$ 42,255	\$ 477,362	\$ 27,164	\$ 504,526	\$ 404,932
Payroll taxes	39,087	4,201	43,288	2,641	45,929	37,781
Health and retirement benefits	18,179	1,105	19,284	616	19,900	17,112
Total wages, benefits and payroll taxes	492,373	47,561	539,934	30,421	570,355	459,825
Maintenance and repairs	40,207	2,927	43,134	52,111	95,245	26,212
Insurance	66,916	8,785	75,701	7,354	83,055	83,084
Program expense	37,567	2,827	40,394	16,011	56,405	39,972
Heat and utilities	28,951	2,073	31,024	4,754	35,778	29,713
Office expense	10,625	1,809	12,434	5,267	17,701	18,866
Telephone	11,722	1,157	12,879	2,198	15,077	14,323
Interest	655	-	655	11,222	11,877	11,113
Professional fees	9,595	914	10,509	1,111	11,620	17,186
Travel and transportation	7,933	46	7,979	1,217	9,196	4,490
Training, meetings and conferences	5,147	-	5,147	2,458	7,605	3,475
Dues and subscriptions	2,313	-	2,313	3,981	6,294	2,314
Miscellaneous	1,323	311	1,634	4,524	6,158	4,495
Postage	498	65	563	922	1,485	725
Dues to national organization	-	501	501	159	660	4,578
Advertising	100	-	100	-	100	2,207
Total expenses before depreciation	715,925	68,976	784,901	143,710	928,611	722,578
Depreciation	12,734	-	12,734	37,594	50,328	49,055
Total expenses	<u>\$ 728,659</u>	<u>\$ 68,976</u>	<u>\$ 797,635</u>	<u>\$ 181,304</u>	<u>\$ 978,939</u>	<u>\$ 771,633</u>

See notes to financial statements.



YWCA NEW HAMPSHIRE

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2018  
(with comparative totals for 2017)

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ (81,649)	\$ 145,357
Adjustments to reconcile change in net assets to cash provided by (used in) operating activities		
Depreciation	50,328	49,055
Unrealized losses (gains) on investments	8,129	(18,690)
Realized (gains) losses on investments	(11,530)	9,529
Decrease (increase) in grants receivable	178,008	(166,999)
Decrease in interest receivable	-	1,667
Decrease (increase) in deposits and prepaid expenses	2,401	(1,603)
(Increase) in security deposit	-	(2,470)
(Increase) in beneficial interest in trust	(49,960)	(43,676)
Increase (decrease) in accounts payable and accrued expenses	21,245	(807)
Increase in deferred revenue	4,413	26,273
Net cash provided by (used in) operating activities	<u>121,385</u>	<u>(2,364)</u>
Cash flows from investing activities		
Purchases of capital assets	(163,345)	(1,540)
Proceeds from sale of investments	67,800	95,051
Purchase of investments	(21,210)	(43,779)
Net cash (used in) provided by investing activities	<u>(116,755)</u>	<u>49,732</u>
Cash flows from financing activities		
Cash proceeds from line-of-credit	370,100	345,788
Cash payments on line-of-credit	(391,688)	(373,634)
Proceeds from loans	37,500	-
Debt principal payments	(20,251)	(20,858)
Net cash (used in) financing activities	<u>(4,339)</u>	<u>(48,704)</u>
Net increase (decrease) in cash and cash equivalents	291	(1,336)
Cash and cash equivalents, beginning of year	<u>15,624</u>	<u>16,960</u>
Cash and cash equivalents, end of year	<u>\$ 15,915</u>	<u>\$ 15,624</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 11,877</u>	<u>\$ 11,113</u>

See notes to financial statements.

## YWCA NEW HAMPSHIRE

### NOTES TO FINANCIAL STATEMENTS

#### Note 1. NATURE OF ACTIVITIES

YWCA New Hampshire (the "Association"), is a state-wide New Hampshire non-profit organization. It is a member of YWCA USA, with whom it shares the mission of eliminating racism, empowering women and promoting peace, justice, freedom and dignity for all. This mission is met locally through the delivery of social service programs, as well as programs that enrich the general community. The Association's current services include: youth and community services and programming, and victim services which include 24-hour crisis services, an emergency shelter, support groups and criminal and civil court advocacy.

#### Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### Significant accounting policies

The Association prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by the Association are described subsequently to enhance the usefulness and understandability of the financial statements.

##### Net assets

The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Association.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

**YWCA NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Use of estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash and cash equivalents**

The Association considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

**Grants receivable and revenue**

Grants receivable are recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts, or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants, or reductions of future grant awards. Based on prior experience, the Association's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Association.

**Investments**

The Association accounts for investments in accordance with U.S. GAAP. U.S. GAAP requires that investments with readily determinable values and all investments in debt securities are stated at their fair value in the statement of financial position. Investments, which consist of marketable equity, mutual funds and money market accounts, are carried at market value and are classified as long-term assets since it is the Association's intent to hold these securities for more than one year. All realized and unrealized gains and losses are included in the changes in net assets in the accompanying statement of activities. Investment income is recorded on the accrual basis.

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Endowment investments**

Endowment investments consist of investments purchased with the following resources:

- Donor-restricted permanent endowments, which are contributions restricted by donors to investment in perpetuity with only investment income and appreciation being used to support the Association's activities.
- Board-designated endowments, which are resources set aside by the Board of Directors for an indeterminate period to operate in a manner similar to a donor-restricted permanent endowment. Because a Board-designated endowment results from an internal designation, it can be spent upon action of the Board of Directors.

Endowment investments also include investments purchased with unspent investment income and net gains on these resources.

**Property and equipment**

Property and equipment are recorded at cost, or in the case of donated assets, at fair market value. Items with an individual or aggregate cost of less than \$1,000 are expensed in the year of purchase. Repairs and maintenance are expensed as incurred.

Depreciation is provided on the straight-line method by charges to expense in amounts estimated to recover the cost of these assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Equipment	5 - 7 years

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Contributions and grants**

In accordance with U.S. GAAP, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted, depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions.

**Donated material and services**

Donated services are recognized as contributions in accordance with U.S. GAAP if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by people with those skills and would otherwise be purchased by the Association.

A substantial number of volunteers have donated significant amounts of their time to the Association's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Donations of materials and equipment are recorded as support at fair market value on the date of receipt. At June 30, 2018 and 2017, there were donated materials of \$25,300 and \$18,286, respectively.

**Functional allocation of expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**Compensated absences**

It is the Association's policy that accrued vacation benefits must be used by the end of the second quarter of the next calendar year or be lost. Sick leave benefits up to 60 days accrue, but are not payable upon severance. Therefore, no provision has been made for such absences.

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)**

**Fair value of financial instruments**

Cash, trade and other accounts receivable, accounts payable, accrued expenses and other liabilities are carried in the financial statements as amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

**Income taxes**

The Association is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code as a charitable organization, whereby only unrelated business income as defined by Section 509(a)(1) of the Code is subject to federal income tax. At June 30, 2018 and 2017, the Association had no unrelated business income. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2014 are no longer subject to examination by federal and state taxing authorities.

**Note 3. FAIR VALUE MEASUREMENTS**

The FASB defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the Association's principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires the Association to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 3. FAIR VALUE MEASUREMENTS (concluded)**

The Association uses appropriate valuation techniques based on available inputs to measure the fair value of its investments and beneficial interest in trust. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

**Note 4. INVESTMENTS**

Investments consisted of the following at June 30:

	<u>2018</u>		<u>2017</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Money market funds	\$ 6,884	\$ 6,884	\$ 7,813	\$ 7,813
Mutual funds- domestic	137,540	138,050	132,824	135,956
Mutual funds- international	18,816	17,898	19,932	21,862
Common stock- domestic	15,345	20,024	47,099	55,095
Common stock- international	-	-	5,978	5,319
Total	<u>\$ 178,585</u>	<u>\$ 182,856</u>	<u>\$ 213,646</u>	<u>\$ 226,045</u>

For the years ended June 30, 2018 and 2017, investment fees were \$2,264 and \$2,770, respectively.

Investment return at June 30 is summarized as follows:

	<u>2018</u>	<u>2017</u>
Net interest and dividend income	\$ 3,410	\$ 5,726
Realized gain (loss) on investments	11,530	(9,527)
Unrealized (loss) gain on investments	<u>(8,129)</u>	<u>18,690</u>
Total	<u>\$ 6,811</u>	<u>\$ 14,889</u>

YWCA NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

**Note 4. INVESTMENTS (concluded)**

As discussed in Note 3 to these financial statements, the Association is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Association's valuation techniques. The valuation technique used to measure investments is Level 1. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of June 30, 2018.

**Note 5. ENDOWMENT FUND ASSETS**

The Association's endowment consists of funds established either by donors (referred to as *donor designated endowment funds*) and/or by resources set aside by the Board of Directors to function as endowments (referred to as *board designated endowment funds*). As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor imposed restrictions.

The State of New Hampshire enacted the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA establishes law for the management and investment of donor-restricted endowment funds. The Board of Directors of the Association has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted permanent endowment funds unless there are explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as permanently restricted net assets (a) the original value of gifts donated to all donor-restricted endowments, (b) the original value of any subsequent gifts to donor-restricted permanent endowments, and (c) the original value of accumulations to donor-restricted permanent endowments made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of a donor-restricted permanent endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Association. All donor-restricted term endowments are classified as temporarily restricted net assets until the term expires and they are used in accordance with the donor's restriction on use.



**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 5. ENDOWMENT FUND ASSETS (continued)**

The following schedule includes activity for all investments held by the Association:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>June 30, 2018</b>				
Investments, beginning of year	\$ 49,574	\$ 47,381	\$ 129,090	\$ 226,045
Investment return				
Net investment income	781	2,629	-	3,410
Realized gain	2,334	9,196	-	11,530
Unrealized loss	<u>(1,497)</u>	<u>(6,632)</u>	<u>-</u>	<u>(8,129)</u>
Total investment return	<u>1,618</u>	<u>5,193</u>	<u>-</u>	<u>6,811</u>
Appropriation of endowment assets:				
Board designated withdrawal	(50,000)	-	-	(50,000)
Spending rate	<u>12,962</u>	<u>(12,962)</u>	<u>-</u>	<u>-</u>
Investments, end of year	<u>\$ 14,154</u>	<u>\$ 39,612</u>	<u>\$ 129,090</u>	<u>\$ 182,856</u>

Investment Net Asset Composition by Fund Type

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>June 30, 2018</b>				
Board designated	\$ 14,154	\$ -	\$ -	\$ 14,154
Donor designated	<u>-</u>	<u>39,612</u>	<u>129,090</u>	<u>168,702</u>
Total	<u>\$ 14,154</u>	<u>\$ 39,612</u>	<u>\$ 129,090</u>	<u>\$ 182,856</u>

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 5. ENDOWMENT FUND ASSETS (continued)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Investments, beginning of year	\$ 91,631	\$ 47,435	\$ 129,090	\$ 268,156
Investment return				
Net investment income	523	5,203	-	5,726
Realized (loss)	(1,027)	(8,500)	-	(9,527)
Unrealized gain	<u>2,024</u>	<u>16,666</u>	<u>-</u>	<u>18,690</u>
Total investment return	<u>1,520</u>	<u>13,369</u>	<u>-</u>	<u>14,889</u>
Appropriation of endowment assets:				
Board designated withdrawal	(57,000)	-	-	(57,000)
Spending rate	<u>13,423</u>	<u>(13,423)</u>	<u>-</u>	<u>-</u>
Investments, end of year	<u>\$ 49,574</u>	<u>\$ 47,381</u>	<u>\$ 129,090</u>	<u>\$ 226,045</u>

**Investment Net Asset Composition by Fund Type**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Board designated	\$ 49,574	\$ -	\$ -	\$ 49,574
Donor designated	<u>-</u>	<u>47,381</u>	<u>129,090</u>	<u>176,471</u>
Total	<u>\$ 49,574</u>	<u>\$ 47,381</u>	<u>\$ 129,090</u>	<u>\$ 226,045</u>

The Association has adopted an investment policy to provide a total return sufficient to support annual funding needs while preserving the assets against inflation. Total return is defined as dividend or interest income, plus realized and unrealized capital appreciation or depreciation at fair market value, net of fees.

**YWCA NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 5. ENDOWMENT FUND ASSETS (concluded)**

The Association has a Board approved spending policy of up to 6% of the total value of the portfolio, which includes interest and dividends, as annual cash requirements.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Asset allocation parameters have been developed based on investment objectives, liquidity needs, and time horizon for intended use.

**Note 6. BENEFICIAL INTEREST IN TRUST**

The Association is an irrevocable beneficiary of a charitable remainder trust held by a bank as trustee. These resources are neither in the possession of, nor under the control of the Association. The terms of the trust provide for income of the trust to be distributed to the current beneficiary, and upon the beneficiary's death, the principal is to be distributed to charitable beneficiaries. The fair value of the beneficial interest was determined by applying the Association's percentage interest (14%) to the fair value of the trust assets as reported by the Trustee.

The fair market value of the beneficial interest in a trust is based upon the present value of the estimated future cash receipts from the trust's assets, considering a rate of return on the assets in the trust. As discussed in Note 3, the valuation technique used by the Association is a Level 3 measure because there are no observable market transactions.

Changes in fair value of the beneficial interest in trust are comprised of the following:

Balance at June 30, 2016	\$ 1,598,451
Change in value of beneficial interest in trust	<u>43,676</u>
Balance at June 30, 2017	\$ 1,642,127
Change in value of beneficial interest in trust	<u>49,960</u>
Balance at June 30, 2018	<u>\$1,692,087</u>

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 7. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Land	\$ 63,325	\$ 63,325
Buildings and improvements	2,719,034	2,555,689
Equipment	<u>93,348</u>	<u>93,348</u>
Total	2,875,707	2,712,362
Less accumulated depreciation	<u>1,818,012</u>	<u>1,767,684</u>
Net property and equipment	<u>\$ 1,057,695</u>	<u>\$ 944,678</u>

**Note 8. LINE OF CREDIT**

In fiscal year 2005, the Association entered into a revolving line of credit agreement with a bank for \$150,000. During fiscal year 2014, the Association increased the line of credit for maximum borrowings of \$225,000. The terms of the agreement are due on demand, at a rate of interest equal to 1.5% above the Wall Street Journal prime rate (6.5% at June 30, 2018). The line of credit is secured by general business assets of the Association. As of June 30, 2018 and 2017, \$153,528 and \$175,116 was advanced on the line of credit, respectively.

**Note 9. LONG-TERM DEBT**

Long-term debt consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Note payable to NH Housing Finance Authority, in monthly installments of \$1,448 including interest at 4%, due December 1, 2018, secured by real property located in Manchester, New Hampshire.	\$ 14,217	\$ 29,468
Note payable to City of Manchester in annual installments of \$3,750, interest at 0%, due July 1, 2028, secured by real property located in Manchester, New Hampshire.	37,500	-

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 9. LONG-TERM DEBT (concluded)**

Note payable to City of Manchester in annual installments of \$5,000, interest at 0%, due October 1, 2034, secured by real property located in Manchester, New Hampshire.	<u>85,000</u>	<u>90,000</u>
Total debt	136,717	119,468
Less current maturities	<u>22,968</u>	<u>21,498</u>
Long-term debt	<u>\$ 113,749</u>	<u>\$ 97,970</u>

The following is a summary of maturities due on long-term debt as of June 30, 2018:

Year ending <u>June 30,</u>	<u>Amount</u>
2019	\$ 22,968
2020	8,750
2021	8,750
2022	8,750
2023	8,750
Thereafter	<u>78,749</u>
Total	<u>\$ 136,717</u>

**Note 10. OTHER LIABILITY**

The Association owed \$34,866 in 2018 and 2017 to Antoinette Hill apartments for building improvements paid on their behalf during fiscal year 2010. In return, the Association has agreed to lease four parking spaces at a current value of \$2,880 per year until the liability is paid in full.

**YWCA NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 11. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets were available for the following purposes as of June 30:

	<u>2018</u>	<u>2017</u>
Beneficial interest in trust	\$ 1,692,087	\$ 1,642,127
Endowment earnings	39,612	47,381
Shelter replacement reserve	12,022	9,918
Crisis services	32,254	27,704
Missy's closet	-	2,500
Building improvements	<u>3,803</u>	<u>135,000</u>
	<u>\$ 1,779,778</u>	<u>\$ 1,864,630</u>

The shelter replacement reserve is an escrow account required as part of the New Hampshire Housing Finance Authority mortgage (Note 9). The Association is required to deposit \$167 each month into the account, and disbursements are restricted to repair and replacement expenses for the mortgaged property. The Authority controls the account and must give prior approval for all disbursements.

**Note 12. PERMANENTLY RESTRICTED NET ASSETS**

At June 30, 2018 and 2017, permanently restricted net assets of \$129,090 consisted of investment principal maintained in perpetuity. The income earned may be used to support operations.

**Note 13. PENSION PLAN**

The Association participates in a defined benefit retirement plan with the YWCA Retirement Fund, Inc. There are no prior service costs and it is the policy of the Association to timely fund pension costs. For the years ended June 30, 2018 and 2017, total pension expense associated with this plan was \$8,597 and \$7,939, respectively.

**Note 14. RELATED PARTY TRANSACTIONS**

The Association is affiliated with the National Office of the YWCA. The Association is required to pay dues to the National Office, calculated as a percentage of certain expenses.

**YWCA NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 15. LEASE OF FACILITIES**

The Association entered into a three-year lease agreement to lease office space to other nonprofit organizations, with total monthly lease payments of \$2,500 expiring between September 2019 and December 2020. The minimum rental income under this operating lease agreement is as follows:

<u>Year ending June 30,</u>	<u>Amount</u>
2019	\$ 30,000
2020	<u>12,000</u>
Total	<u>\$ 42,000</u>

During June 30, 2018 and 2017, total rental income was \$29,047 and \$19,369, respectively.

**Note 16. RISKS AND UNCERTAINTIES**

The Association invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the statements of financial position.

The majority of the Association's grants are received from foundations and from agencies of the State of New Hampshire. As such, the Association's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Association's services.

**Note 17. SUBSEQUENT EVENTS**

The Association has evaluated subsequent events through September 18, 2018, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2018.