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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

May 4, 2020

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

REQUESTED ACTION

1. Authorize the Department of Justice (DOJ) to enter into subgrants with the organizations listed below in the total amount of \$6,869,816.80 from the Federal Victim of Crime Act Grant (VOCA) for the purpose of providing direct services to victims of crime effective July 1, 2020, upon Governor and Executive Council approval, through September 30, 2022. 100% Federal Funds.

Funding is available as follows, with the ability to adjust encumbrances through the Budget Office if needed and justified:

02-20-20-201510-5021,

Victims of Crime Act Grant:

Account	Subrecipient	Vendor #	Current Subgrant FY 2021	Current Subgrant FY 2022	Totals
072-500574	Belknap County Attorney's Office	177360-B004	\$85,226.40	\$85,226.40	\$170,452.80
072-500575	New Hampshire Legal Assistance	154648-B001	\$663,275.00	\$663,275.00	\$1,326,550.00
072-500575	Court Appointed Special Advocates of NH	156690-B001	\$669,409.00	\$643,849.00	\$1,313,258.00
072-500575	Victims, Inc.	166724-B001	\$85,000.00	\$85,000.00	\$170,000.00

072-500575	Granite State Children's Alliance	172495-B001	\$1,101,716.00	\$1,101,716.00	\$2,203,432.00
072-500575	The Child Advocacy Center of Carroll County	165511-B001	\$128,148.00	\$128,148.00	\$256,296.00
072-500574	Merrimack County Child Advocacy Center	177435-B005	\$120,000.00	\$120,000.00	\$240,000.00
072-500575	Child Advocacy Center of Coos County	167955-B001	\$119,000.00	\$119,000.00	\$238,000.00
072-500575	Front Door Agency	156244-B001	\$155,000.00	\$155,000.00	\$310,000.00
072-500575	Northern Human Services	177222-B083	\$320,914.00	\$320,914.00	\$641,828.00

2. Authorize the Department of Justice (DOJ) to enter into subgrants as the result of a competitive Request for Proposal (RFP) process, with the organizations listed below in the total amount of \$1,190,292.40 from the Federal Victim of Crime Act Grant (VOCA) for the purpose of providing direct services to victims of crime effective July 1, 2020 upon Governor and Executive Council approval through September 30, 2022. 100% Federal Funds.

Funding is available as follows, with the ability to adjust encumbrances through the Budget Office if needed and justified:

02-20-20-201510-5021,

Victims of Crime Act Grant:

Account	Subrecipient	Vendor #	Subgrant FY 2021	Subgrant FY 2022	Totals
072-500575	Granite United Way	160015-B001	\$92,868.20	\$118,695.20	\$211,563.40
072-500575	Lakes Region Community Services Council	177251-B001	\$116,450.00	\$133,550.00	\$250,000.00
072-500575	New Hampshire Legal Assistance	154648-B001	\$177,714.00	\$182,286.00	\$360,000.00

072-500575	Granite State Children's Alliance	172495-B001	\$34,000.00	\$34,399	\$68,399.00
072-500575	Legal Advice & Referral Center	216800-B001	\$125,175.00	\$175,155.00	\$300,330.00

EXPLANATION

VOCA was enacted by Congress in 1984 and it established the Crime Victims Fund. Fines paid by offenders of federal crimes are deposited into this Fund. Money from the Fund is then distributed to states for the benefit of victims of crime. DOJ is the receiving agency for VOCA funds in New Hampshire.

DOJ subgrants these funds to agencies providing direct services to victims of crime. Agencies providing services in the fields of sexual assault, domestic violence, traditionally underserved populations and crimes against children are required to be given priority. For many years, DOJ has directed VOCA funds to certain core service providers that offer these services. Many of those core service providers are included in Requested Action #1.

In the spring of 2019, DOJ conducted a victims' services needs assessment. The results of that needs assessment have assisted in developing future funding priorities for victim services for the state. The needs assessment identified housing, legal services, and mental health as the top needs for victims of crime in New Hampshire.

The DOJ released a competitive RFP with up to \$2 million in VOCA grant funding available for crime victim services. The RFP scope was targeted to the highest priorities identified from the results of the victim services needs assessment. The RFP was posted on the statewide purchasing website, the DOJ's website and in two major newspapers. An email notification of the RFP went out to several hundred victims' service provider contacts. In response to the RFP, seventeen grant applications were received. A scoring committee reviewed the applications and made a recommendation to fund eight organizations for a total of \$2 million. Six of the eight organizations recommended for funding are in these requested actions. The remaining two organizations are still in the process of completing their grant agreements. We expect to submit those remaining two agreements to Governor and Council at a later date.

This core funding outlined in Requested Action #1 will support many different victims' service agencies. Belknap County Attorney's Office for Victim Witness Assistance provides valuable victim advocate support to victims of crime. The crimes impacting these victims include, but are not limited to, assaults, robbery, and kidnapping. Victims, Inc. provides advocacy to victims of crime, including support for DUI/DWI, assaults and negligent homicide. The Front Door Agency is a non-profit that invests in individuals and families in crisis who need assistance and support to become self-sufficient. This VOCA funding will specifically provide

the Front Door Agency with housing and self-sufficiency support to victims of domestic violence.

Other core service providers receiving funding under Requested Action #1 are child advocacy centers across the state. The Strafford, Carroll, Merrimack, and Coos County Child Advocacy Centers and Granite State Children's Alliance (GSCA) conduct forensic interviews for children who are victims of or witnesses to crimes. In addition to forensic interviews, they also provide direct victim services to their victims and families by providing follow up and resources to the children and non-offending family members. GSCA plans to use the funding in Requested Action #2 towards salary and benefits to hire a Family Support Specialist who will assist in providing mental health services and other valuable resources to victims and their families.

Court Appointed Special Advocates of New Hampshire (CASA) provides court advocacy to victims of child abuse and neglect. Its core victim service funding and funding in response to the RFP are included in Requested Action #1. In addition to its core services, CASA will use the funding to increase legal support provided to CASA and its volunteers and increase volunteer recruitment.

New Hampshire Legal Assistance (NHLA) provides legal aid to victims of crime. Its core victim services funding is included in Requested Action #1. The funding to NHLA in Requested Action #2 will provide increased holistic legal services to victims of domestic violence, sexual assault, stalking, trafficking, and elder abuse across the state. With this funding, NHLA will also conduct outreach focused on connecting with older adults and other underserved victims and building a lasting connections to services for these communities.

Three of the agencies in Requested Action #2 are completely new subrecipients of VOCA funds received through DOJ. This requested action will support the Granite United Way and Lakes Region Community Services Council for expenses incurred and services provided for both direct victim services and the members of the Adverse Childhood Experiences Response Teams (ACERT). ACERTs are coordinated systems of support focused specifically on providing services to children affected by trauma as a result of crime. The Legal Advice and Referral Center will use this grant funding to improve access to and delivery of enhanced legal services for victims, while identifying gaps in resources and unmet needs for stakeholder attention and action.

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

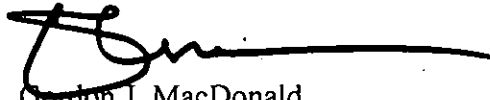
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

May 4, 2020

Page 5 of 5

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gordon J. MacDonald", with a long horizontal flourish extending to the right.

Gordon J. MacDonald
Attorney General


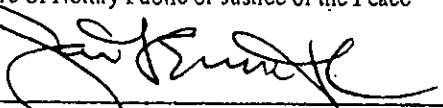

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GRANT AGREEMENT

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Belknap County Attorney's Office		1.4. Subrecipient Address 64 Court Street, Laconia, NH 03246	
1.5 Subrecipient Phone # (603) 527-5440	1.6. Account Number 02-20-20-201510-5021-072-500574	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 170,452.80
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Debra Shackett, County Administrator	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Belknap on 3/19/2020 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 Jamie L. Ellsworth, Notary Public My Commission Expires October 21, 2020			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u>Takmina Rakhmatova</u> Assistant Attorney General, On: <u>4/8/2020</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / /</u>			

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 or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit 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. Belknap County Attorney's Office as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program under the Victims of Crime Act Grant to include expenses for personnel, travel and training.
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 15th 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 grant 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
603-271-7820 or Rhonda.Beauchemin@doj.nh.gov.

EXHIBIT B

-METHOD 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 \$85,226.40 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later, to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. The Subrecipient shall be awarded an amount not to exceed \$85,226.40 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
 - ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

SPECIAL PROVISIONS-

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

Subrecipient Initials DS

Date 3/19/20

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

EXHIBIT C

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 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 subrecipient 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. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient--

- i. 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
- ii. 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.

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

- i. it represents that-- it has determined that no other entity

Subrecipient Initials DS

Date 3/19/20

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
-
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEO reporting tool and instructions can be found at: http://ojp.gov/about/ocv/faq_eop.htm

42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document:

Debra Shackett, County Administrator

Name and Title of Authorized Representative

Debra Shackett

3/19/2020

Signature

Date

Belknap County 34 County Drive Laconia NH 03246

Name and Address of Agency

EXHIBIT D

BBOF Reporting

I, Debra Shackett [responsible official], certify that
Bullmap County [recipient] has completed the BBO reporting tool
certification.

form at: https://oip.gov/about/ocr/faq_eoop.htm on 9/9/19 [Date]

And that Debra Shackett [responsible official] has completed the
BBOF

training at <https://oip.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

4/6/20 [date]

I further certify that:

Bullmap County [recipient] will comply
with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: Debra Shackett

Date: 3/19/20

EXHIBIT E

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 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 Belknap County Attorney's (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Belknap County Attorney's (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: Andrew Livernois, Belknap County Attorney
Signature: [Handwritten Signature] 4/7/2020

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

CERTIFICATE OF AUTHORITY

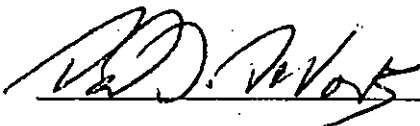
I, David DeVoy, Chairman of the Belknap County Board of Commissioners do hereby certify that:

- (1) the Board of Commissioners voted to enter into a grant agreement with the New Hampshire Department of Justice on 03/19/2020;
- (2) The Board of Commissioners further authorizes the County Administrator 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:

Debra Shackett, County Administrator

- 5) Debra Shackett is authorized to sign the grant contract dated 03/19/2020

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman this 19th day of March, 2020.

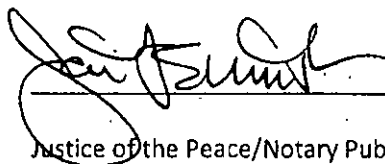


David DeVoy, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On this the 19th day of March, 2020, before me Jamie Ellsworth, the undersigned officer, personally appeared David DeVoy, who acknowledged their self to be the Chairman for the Belknap County Board of Commissioners, 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 Public

Jamie L. Ellsworth, Notary Public
My Commission Expires October 21, 2020



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Belknap County 34 County Drive Laconia, NH 03246	Member Number: 607	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

	(Type of Coverage)	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.


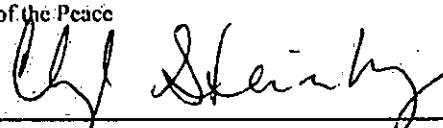

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 3/23/2020 mpurcell@nhprimex.org
State of New Hampshire Pleasant St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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 Street, Concord, NH 03301	
1.3. Subrecipient Name New Hampshire Legal Assistance		1.4. Subrecipient Address 117 North State Street, Concord, NH 03301	
1.5 Subrecipient Phone # (603) 206-2226	1.6. Account Number 02-20-20-201510-5021- 072-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 1,326,550
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Sarah Matta Putin Executive Director	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on 4/3/20, 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. Signer: CHERYL S. STEINBERG Justice of the Peace JUSTICE OF THE PEACE STATE OF NEW HAMPSHIRE My Commission Expires January 22, 2025 (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Cheryl S. Steinberg, Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u>Takhmina Rakhmatova</u> Assistant Attorney General, On: <u>1/1</u> 04/09/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>1/1</u>			

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 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, formulac, 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

- 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.

Subrecipient Initial(s): smc
 Date: 4/3/20

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Legal Assistance as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for legal services provided to victims of crime, in connection to their victimization, under the Victims of Crime Act Grant to include expenses for personnel, benefits, travel, contracts with the Legal Advice & Referral Center and the NH Pro-Bono Dove Project, other victim service related costs and indirect costs.
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 15th 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 grant 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
603-271-7820 or Tanya.pitman@doj.nh.gov

Subrecipient Initials

Smed

Date

4/31/20

EXHIBIT B

-METHOD 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 \$663,275.00 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$663,275.00 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

Subrecipient Initials

gmd

Date

4/3/20

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials

gmd

Date

4/3/20

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

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9/3/20

EXHIBIT C

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 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 subrecipient 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. Requirements related to "de minimis" indirect cost rate
A recipient that is eligible under the Part 200 Uniform Requirements and other

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4/3/20

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

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4/3/20

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

Subrecipient Initials

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Date

4/3/20

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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
- ii. 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.

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

- i. it represents that— it has determined that no other entity

Page 13 of 25

Subrecipient Initials

grd

Date

4/3/20

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. 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.
20. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- The 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 subrecipient 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 OVW, as appropriate) for guidance.
21. 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

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4/31/20

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

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4/2/20

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
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29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

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EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: http://ojp.gov/about/ocr/faq_eeop.htm

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
- 43. Subrecipients that directly pass through grant funding to any other entity must ensure that there is an effective system of monitoring those sub-award entities. The pass-through entity is required to monitor their sub-awards programmatic and financial compliance of the program. Pass-through entities must ensure compliance with VOCA rule 94.106 Monitoring Requirements and 2 CFR 200.331 in regards to the sub-award(s) and monitoring.

I have read and understand all 43 special provisions contained in this document:

Sarah Mattson Dustin, Executive Director

Name and Title of Authorized Representative



Signature

4/3/2020

Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301

Name and Address of Agency

Subrecipient Initials



Date

4/3/20

EXHIBIT D

EEOP Reporting

I, Sarah Mattson Dustin [responsible official], certify that

New Hampshire Legal Assistance [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 11/18/2018 [Date]

And that Sarah Mattson Dustin [responsible official] has completed the EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

11/18/2018 [date]

I further certify that:

New Hampshire Legal Assistance [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 4/3/2020

Subrecipient Initials 

Date 4/3/20

EXHIBIT E

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 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 New Hampshire Legal Assistance (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 New Hampshire Legal Assistance (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: Sarah Mattson Dustin, Executive Director

Signature: 

Subrecipient Initials gmd

Date 4/3/20

EXHIBIT F

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

Subrecipient Initials

SMd

Date

9/3/20

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

GMD

4/3/20

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

gmd

2/3/20

EXHIBIT F

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.

Sarah Mattson Dustin, Executive Director

Name and Title of Head of Agency



Signature

4/3/2020

Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301

Name and Address of Agency



4/3/20

State of New Hampshire

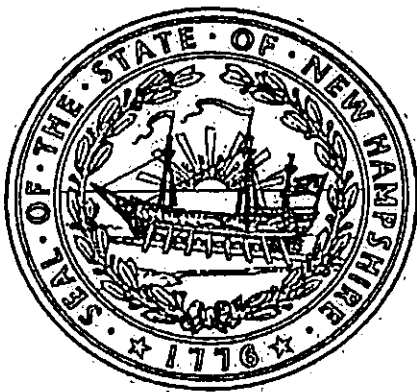
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. 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: 63969

Certificate Number: 0004878013



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Deborah Butler, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Legal Assistance
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/13/2019
(Date)


RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate. This authority shall remain valid
for thirty (30) days from the date of this Certificate of Vote.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
The 3rd day of April, 2020.
(Date Contract Signed)

4. Sarah Mattson Dustin is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

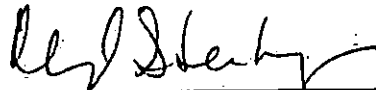

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 3rd day of April, 2020.

By Deborah Butler
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

CHERYL S. STEINBERG
JUSTICE OF THE PEACE
STATE OF NEW HAMPSHIRE
My Commission Expires January 22, 2025

Commission Expires: _____

NEW HAMPSHIRE LEGAL ASSISTANCE

Board of Directors

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 13, 2019

Be it resolved that the Executive Director of New Hampshire Legal Assistance (NHLA) and/or her designee is authorized to seek and apply for funds from:

Endowment for Health,
Local Community Development Offices,
New Hampshire Bar Foundation (IOLTA and other),
New Hampshire Charitable Foundation and affiliated foundations and funds,
New Hampshire Bureau of Elderly and Adult Services,
New Hampshire Department of Health and Human Services,
New Hampshire Housing Finance Authority,
New Hampshire Department of Justice,
New Hampshire Legislature (for renewal and possible expansion of NHLA's state appropriation),
U.S. Administration on Community Living,
U.S. Department of Housing and Urban Development,
U. S. Department of Justice,
United Ways,

and is further authorized to apply for other public and private grants, contracts, and awards, and donations, for civil legal services to the poor, to be used for general revenues and for special projects, and is further authorized to execute such documents as necessary to accept such funds in the name of New Hampshire Legal Assistance.

This resolution shall remain in effect through December 31, 2020.

Adopted by the Board of Directors

November 13, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2020

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 FIAV/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Cara Scala PHONE (AC, No, Ext): (603) 689-3218 FAX (AC, No): (603) 645-4331 E-MAIL ADDRESS: cscala@crossagency.com	
INSURED NEW HAMPSHIRE LEGAL ASSISTANCE INC 117 N STATE ST CONCORD NH 03301-4407		INSURER(S) AFFORDING COVERAGE INSURER A: MMG (Maine Mutual) Ins. INSURER B: MMG Ins Co INSURER C: Allmerica Financial Alliance INSURER D: INSURER E: INSURER F:	


COVERAGES CERTIFICATE NUMBER: 19/20 Master 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	ADDITIONAL INSURED (INS/D)	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BP13365128	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BP13365128	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			KU13373043	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WKV9596241 (3a), NH	07/02/2019	07/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Confirmation of coverage

CERTIFICATE HOLDER NH Department of Justice 33 Capitol Street Concord NH 03301	CANCELLATION 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 
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 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459779
June 11, 2008 LTR 4168C E0
02-0300897 000000 00 000
00026861
BODC: TE

NEW HAMPSHIRE LEGAL ASSISTANCE
117 N STATE ST
CONCORD NH 03301-4407170



017451

Employer Identification Number: 02-0300897
Person to Contact: MS. LEWIS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of June 02, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in SEPTEMBER 1971, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, 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.

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

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

STEPHANIE A. BRAY
NEW HAMPSHIRE LEGAL ASSISTANCE

EDUCATION

- 1984-1987 Juris Doctor, University of Virginia
 Charlottesville, Virginia
- 1980-1983 Bachelor of Arts, Chinese Language and Literature
 Oberlin College, Oberlin, Ohio
 Phi Beta Kappa
- 1982 Intensive Language Curriculum in Mandarin Chinese
 Middlebury College, Middlebury, Vermont

EMPLOYMENT

- 2018-present New Hampshire Legal Assistance
 Claremont Branch Law Office
 24 Opera House Square, Suite 206
 Claremont, NH 03743
 (603) 206-2241

Managing Attorney for the Claremont Branch Law office. Supervises two advocates and staff. Also maintains full case load, which consists of foreclosure defense, eviction defense, property tax relief work, domestic violence protective order cases, divorce and parenting matters, debt collection defense, and municipal welfare advocacy.

Director of NHLA's Foreclosure Relief Project since 2012. Represents at-risk homeowners in obtaining injunctions against foreclosure in a non-judicial foreclosure state, and in workouts with lenders. Coordinates intake and case review among several participating legal services organizations. Maintains pleadings and decision bank, and serves as information reference for volunteer attorneys.

- 2007-2018 New Hampshire Legal Assistance
 Concord Branch Law Office
 117 North State Street
 Concord, NH 03301
 (603) 223-9750

Managing Attorney for the Concord Branch Law office. Supervised four to six advocates and staff. Also maintained full case load as described above.

1987-2007 Wiggin & Nourie, P.A.
670 North Commercial Street, Suite 305
Manchester, NH 03105
(603) 669-2211

Member of the firm in the Commercial Litigation department. Cases included civil rights litigation, shareholder derivative suits, civil RICO, contracts, UCC, defamation, automobile and other franchise law, lender liability and title insurance coverage. Admitted to practice in NH, MA and VT.

1986 Internship, Wiggin & Nourie
20 Market Street, P.O. Box 808
Manchester, NH 03105
(603) 669-2211

Summer associate. Researched litigation and insurance coverage issues; took witness statements; attended and assisted in preparation of depositions.

1985 Internship, New Hampshire Attorney General
State House Annex, 25 Capitol Street
Concord, New Hampshire 03301
(603) 271-2671

Internship in the Criminal Bureau. Researched trial and appellate issues.

SPECIAL INTEREST

2004 Traveled to People's Republic of China, Shaanxi Province, Xi'An City
Participated as Panel Speaker in Conference on Delivery of Legal Services to the
Poor

Sponsored by ABA Asia Law Initiative and the National Legal Aid Center of the
Ministry of Justice of China

*Opportunity to discuss concepts of government funding of legal services, and pro
bono service, in a nation experiencing enormous social and economic change*

1983 Traveled to People's Republic of China, Guangdong Province, Xin Hui City
Taught English for a summer program at the Xin Hui Overseas Chinese
Middle School

SERVICE

2017-present

New Hampshire Judicial Council

The Council is established pursuant to RSA 494 to provide assistance and information about the state's courts and justice system to all branches of state government as well as to the bar association. In addition, the Judicial Council provides funding for the Indigent Defense Fund, the Contract Attorney Program, the New Hampshire Public Defender's Office, CASA, NH Legal Aid for civil matters and Guardians ad Litem in guardianship, termination of parental rights and abuse & neglect matters.

2016-present

Federal Court Advisory Committee, United States District Court for The District of New Hampshire

The Committee provides feedback to the Court on local court rules and assists in interfacing between the Court and practitioners

2000-2007

President of Board of Directors,
New Hampshire Legal Assistance and Legal Advice and Referral Center

Intimately involved in identifying initiatives, budgeting, fundraising, and short and long term planning for both organizations. Working to define the role of both organizations in the larger community of legal service providers in New Hampshire.

2003

Recipient, New Hampshire Bar Association's
L. Jonathan Ross Award for Legal Service to the Poor

1998-2001

American Bar Association Standing Committee on
Prepaid Legal Services

1998-2007

New Hampshire Bar Foundation

1991-2005

New Hampshire Bar Association Committee on
Delivery of Legal Services to the Poor

1991

Recipient, New Hampshire Bar Association's
President's Award for Pro Bono Service in Hillsborough County

1989-1992

Board of Directors, Visiting Nurse Association of
Manchester and Southern New Hampshire

PUBLICATIONS

Co-author, Liability of Accountants, 31 N.H.B.J. 95 (1990).

KAY ELIZABETH DROUGHT

Education

BOALT HALL SCHOOL OF LAW, UNIVERSITY OF CALIFORNIA, Berkeley, California

Juris Doctor, May 1985

UNIVERSITY OF CALIFORNIA, Berkeley, California
Master of Arts, City and Regional Planning, May 1985

WILLIAMS COLLEGE, Williamstown, Massachusetts
Bachelor of Arts, *cum laude*, Political Economy, May 1981

Legal Employment

NEW HAMPSHIRE LEGAL ASSISTANCE, Portsmouth, New Hampshire
Litigation Director, 2004 to present

Branch Law Office Managing Attorney, 1997 to present

- Supervise and co-counsel significant litigation
- Lead counsel, 42 U.S.C. Section 1983 lawsuit to enforce children's rights to dental care under federal Medicaid law, *Hawkins v. Commissioner, 99-CV-143 (D.N.H.)*
- Lead counsel, Right-to-Know case involving Medicaid records, *Hawkins v. Department of Health and Human Services, 147 N.H. 376 (2001)*
- Co-counsel, successful challenge to State's inclusion of children's SSI as TANF assistance group income, *Hendrick v. Department of Health and Human Services, New Hampshire Supreme Court August 2016.*
- Conduct community outreach on Medicaid dental issues
- Organize and lead case acceptance meetings and case review discussions
- Represent individual clients in unemployment, eviction defense, and public benefits cases

TEXAS RURAL LEGAL AID, FARM WORKER DIVISION, Plainview and Hereford, Texas

Regional Counsel, 1993 to 1997

Branch Manager, 1988 to 1992

Staff Attorney, 1987 to 1997

- Litigated employment, civil rights, housing, environmental, education, and consumer cases, primarily in federal courts
- Lead counsel in numerous class action and mass plaintiff cases, including:
Murillo v. Texas A & M University System et al., 921 F. Supp. 443 (S.D. Tex. 1996) and *Salinas v. Rodriguez, Goodpasture, et al.*, 963 F. 2d 791 (5th Cir. 1992), *reh'g denied* 978 F. 2d 187 (5th Cir. 1992)

- Organized press conferences and media coverage of significant cases
- Gave presentations on pretrial procedure and federal labor laws at numerous seminars for new farm worker attorneys; prepared outlines, video demonstrations, and other training materials

MONTGOMERY & ANDREWS, P.A., Santa Fe, New Mexico
Associate Attorney, Commercial Department, 1985-1987

- Represented business clients in collection lawsuits; advised hospital, utility, and financial institution clients on a variety of issues; represented individuals in real estate purchases
- Gave presentations to large groups of hospital and public utility employees about legal issues affecting their work

UNIVERSITY OF CALIFORNIA, BERKELEY, DEPARTMENT OF CITY AND REGIONAL PLANNING, Berkeley, California
Teaching Assistant, graduate level Land Use Law course, 1985

OFFICE OF THE CITY ATTORNEY, Oakland, California
Law Clerk, 1984 - 1985

Volunteer Experience

NEW HAMPSHIRE SUPERIOR COURT RULE 170 MEDIATION PROGRAM
Volunteer Mediator, 2002 to 2010

ROCKINGHAM COUNTY COMMUNITY ACTION
Member, Board of Directors, 1998 to 2000

STATE BAR OF TEXAS, DISTRICT 13A GRIEVANCE COMMITTEE
Member, 1994 to 1997

STATE BAR OF NEW MEXICO, PRO BONO COMMITTEE
Member, 1986-1987

RUTH HEINTZ

EDUCATION

University of California, Boalt Hall School of Law, Berkeley, CA
J.D., May 1995

Dartmouth College
B.A. cum laude with major in engineering sciences, June 1988

BAR ADMISSIONS

State Bar of California - 1996 (inactive)
State Bar of Ohio - 1997 (inactive)
State Bar of Oregon - 1999 (submitted Form A resignation in 2007)
State Bar of New Hampshire - 2004

EXPERIENCE

New Hampshire Legal Assistance, Littleton, New Hampshire
Staff Attorney, starting June 2004, *Managing Attorney*, September 2008 to present.
Represent and provide legal advice to low-income and senior clients living in northern New Hampshire with a wide variety of legal problems: housing (evictions, conditions, Section 8 terminations, fair housing); Social Security and Medicaid; family law (divorce, custody and visitation, child support, domestic violence restraining orders); unemployment compensation and other public benefits; utilities; and other matters. Appear in state and federal courts and at administrative hearings.

Southeastern Ohio Legal Services, Portsmouth, Zanesville, and Newark, Ohio
Staff Attorney, May 1996 to March 1999, April 2001 to May 2004.
Represented and provided legal advice to low-income clients living in rural Ohio with a wide variety of legal problems: family law (divorce, custody and visitation, child support, domestic violence); housing (evictions, conditions, rent escrow, land installment contracts, foreclosures); consumer law including predatory lending and debt collection; utilities; Social Security, unemployment compensation, and other public benefits; special education; wills; and other matters. Member of the "housing team" and "predatory lending team" to strategize and address concerns of low-income people. Appeared in state and federal courts and at administrative hearings.

Legal Aid Services of Oregon, Pendleton, Oregon
Staff Attorney, April 1999 to April 2001.
Represented and provided legal advice primarily to members and other Native American residents of the Umatilla Indian Reservation in various areas of poverty law and Indian law. Appeared in tribal and state courts and at administrative hearings.

San Francisco Neighborhood Legal Assistance Foundation, San Francisco, California
Domestic Relations Unit Law Clerk, January 1994 to May 1995.

East Bay Community Law Center, Berkeley, California
HIV Unit Intern, January 1995 to May 1995.

Legal Aid Society of Alameda County, Oakland, California
Law Clerk, June 1993 to June 1994.

Family Violence Law Center, Berkeley, CA
Volunteer, Spring and Summer 1993.

Tongass Alaska Girl Scout Council, Juneau, AK
VISTA Volunteer, November 1989 to November 1990.

Mary Krueger, Esq.

Education

University of New Hampshire School of Law
Concord, NH
J.D., 2006
GPA 3.76, top 10%
Robert M. Viles fellow, full scholarship

Keene State College
Keene, NH
B.A. Psychology, 1994
GPA 4.0
Honors, summa cum laude

Licensed Vermont and New Hampshire Attorney
Member, Vermont Bar Association, New Hampshire Bar Association.

Work Experience

2019-present

New Hampshire Legal Assistance, Claremont, NH
Staff Attorney

Advocate for low-income victim/survivors of domestic and sexual violence and human trafficking in family law and related civil legal matters including public housing, homelessness, town welfare, food stamps, unemployment, consumer law, TANF and other public benefits.

2017-2019

Vermont Packinghouse LLC, North Springfield, VT
General Counsel

Work with General Manager on various business and legal issues. Ensure regulatory compliance in areas of Federal and State law; manage workers' compensation claims and safety; conduct legal research; participate in staff engagement activities; perform human resources tasks; oversee company communications; strategic planning.

2014-2017

New Hampshire Legal Assistance, statewide, based in Claremont, NH
Deputy Director

Work with Executive Director as part of the Senior Management team to manage statewide civil legal services law firm mission and vision; manage NHLA programs, priorities, and staff to achieve organization goals; oversee legal work, litigation, policy advocacy, staff development and training, standards of practice and case management system; oversee hiring process; oversight of personnel matters; oversee IT and operations; input and decision-making responsibility on budget, insurance, audits, retirement planning, purchasing and other fiscal matters; oversee and update NHLA Policies and Procedures Manual; oversee leases, vendor contracts, office maintenance needs; oversee staff time and work duties; oversee client intake, client grievance procedures, conflicts, income eligibility waivers; maintain relationships with partner agencies; oversee internal and external communications via press and social media; manage individual case load.

Mary Krueger, Esq.

- 2006-2014** **New Hampshire Legal Assistance, Claremont, NH**
Project Director, Domestic Violence Advocacy Project (DVAP); Staff Attorney
- Advocate for low-income victim/survivors of domestic and sexual violence in family law and related civil legal matters; oversee and coordinate DVAP activities including project attorney and paralegal work; serve as the liaison to project partners and community groups such as the New Hampshire Coalition Against Domestic and Sexual Violence, New Hampshire's Bar Association Pro Bono Program, domestic violence crisis centers and shelters, New Hampshire's Legal Advice and Referral Center, and New Hampshire Catholic Charities; responsible for drafting federal and state grant applications and biennial grant reports; serve as faculty on biennial statewide domestic violence trainings for *pro bono* lawyers and crisis center advocates; serve on the New Hampshire Governor's Commission on Domestic and Sexual Violence and Human Trafficking Commission; Advocate for clients on various legal issues including public housing, homelessness, town welfare, food stamps, unemployment, bankruptcy, TANF and domestic violence.
- 2001-2003** **New Hampshire Public Radio, Concord, NH**
Executive Producer, "The Exchange," statewide daily public affairs program.
- Managed program, host, staff, schedule and overall vision; researched, selected and assigned program topics; pre-interviewed and booked program guests; wrote and edited copy; produced and edited recorded elements; produced election coverage and other special projects.
- 1995-2001** **New Hampshire Public Radio, Concord, NH**
- Producer, "The Exchange," statewide daily public affairs program
Assistant Producer, "The Exchange," statewide daily public affairs program.
Assistant Producer, "Perspectives," daily half hour interview program.
"Voter's Voice" Election project coordinator, 1996 Presidential Primary.

Volunteer Activities

- 2016-present** **Springfield Elementary Schools Parent Teacher Association, Springfield, VT**
President; lead PTA in various efforts to improve Springfield schools; engage parents and teachers in building strong educational systems and experiences.
- 2016-present** **Girl Scout Leader: Troop #51293, Springfield, VT**
Lead girls in learning, leadership, life, outdoor and business skills.
- 2012-2017** **American Civil Liberties Union New Hampshire, Concord, NH**
Board of Directors, Vice Chair

Mary Krueger, Esq.

Executive committee, finance and economic justice committees and other board duties.

2007-2016

Turning Points Network, Crisis Center, Claremont, NH
Board of Directors, Past Treasurer, Past President
Support agency's current and future goals; fundraising, event planning; participate in strategic planning; oversee agency budget in collaboration with executive committee and Director.

2007-2017

Access to Justice Commission, Concord, NH
Member, appointed by New Hampshire Supreme Court.

MARY MASON

EDUCATION

Vermont Law School, South Royalton, VT

J.D. May 2018

- Social Media Editor for the Vermont Journal of Environmental Law.

Rutgers University, New Brunswick, NJ

B.A., Political Science & Art History, May 2012

- Spent Spring 2011 studying Art History and Political Science at John Cabot University, Rome, Italy

EXPERIENCE

New Hampshire Legal Assistance

Staff Attorney September 2018 – Present

- Represented clients in a variety of family law matters such as protective orders, divorces, and parenting cases.
- Provided counsel and advise to clients in a manner that allowed them to make educated, well informed decisions in their cases.
- Prepared clients and witnesses for hearings, managed hearing preparations, and filed motions and pleadings with the court in a timely manner.
- Obtained a favorable New Hampshire Supreme Court interlocutory appeal decision.

South Royalton Legal Clinic

Student Clinician January 2018 – May 2018

- Prepared witnesses for hearings and conducted direct examinations in Washington and Windsor Counties.
- Helped with intake for potential new clients and provided legal information to call-ins that could not become clients.
- Helped counsel clients on intimate partner violence, relief from abuse orders, divorce, and parental rights and responsibilities.
- Filed a variety of motions in Washington, Orange, and Windsor Counties.

Garfield Goodrum, Design Law

Law Clerk, May 2017 – August 2017

- Assisted in preparation for litigation regarding copyright infringement including preparing deposition digests.
- Researched and prepared a memo on attorney's fee under the Lanham Act.
- Researched state copyright laws and state filing requirements.

VT Department of Labor, Montpelier, VT

Legal Intern May 2016 – August 2016, June 2017 – August 2017

- Wrote regulations for Vermont's Earned Sick Time Law (Act 69) and researched Earned Sick Time rules from other states and municipalities.
- Researched and prepared a memo on the changes to overtime eligibility under the new 2016 Fair Labor Standards Act regulations.
- Researched and prepared responses for worker's compensation, unemployment, and FLSA inquiries.
- Drafted Appeals briefs to Vermont Supreme Court.

MA Department of Public Health Prevention and Wellness Trust Fund (DPH), Boston, MA

Program Coordinator, December 2014 – August 2015

- Provided overall program assistance for DPH Prevention and Wellness Trust Fund including: contract/fiscal coordination, administrative support, meeting and event planning.
- As Fiscal Coordinator, processed and tracked all contracts, contract plans, encumbrances, engagements, amendments and invoices; communicated with grantees and vendors to assist in paperwork and ensure compliance with required timelines; helped manage the budget.

Fiscal Coordinator, contracted through Ripples Group—Boston, MA; May 2012 – December 2014

- Provided fiscal and administrative assistance for DPH Tobacco Cessation & Prevention Program (MTCP), including: contract/fiscal coordination and administrative support.

JESSICA MORRISSEY

EDUCATION

University of Maine Law, Portland, Maine
Juris Doctor, May 2019

New England Law | Boston, Boston, Massachusetts
First Year Law Student, August 2016 - May 2017

Framingham State University, Framingham, Massachusetts
Bachelor of Arts, Sociology (Human Services concentration), May 2015

EXPERIENCE

New Hampshire Legal Assistance, Portsmouth, New Hampshire
Paralegal, December 2018 - May 2019
Extern, September 2018 - December 2018

- Providing legal assistance to low-income residents of New Hampshire.
- Practice in areas of law including: family law, domestic violence, education law, housing law, and income maintenance.
- Conducting client interviews, counseling, negotiations, investigating cases, taking depositions, conducting legal research, drafting pleadings, representation in Circuit Court.

Cumberland Legal Aid Clinic, Portland, Maine
Prisoner Assistance Clinic, Student Attorney, Spring 2019

- Providing civil legal aid to women incarcerated at Maine Correctional Center.
- Practice in areas of law including: small claims, bankruptcy, family law, and guardianship matters.
- Conducting client interviews, counseling, legal research and investigation.
- Drafting pleadings, correspondences, and other written advocacy.

Student Attorney, Roger A. Putnam Fellowship, Summer 2018

- Providing legal assistance to low-income residents of Maine.
- Practice areas including: domestic violence protection orders, family, guardianship and small claims matters.
- Conducting client counseling, discovery, case investigation, and representation in Maine District Court.
- Practice with oral and written advocacy, document drafting, case strategy, negotiations, and conducting hearings and trials.

Legal Assistant, August 2017 - December 2018

- Answered calls, and placed phone messages into the case management system.
- Completed print jobs, referrals, and pre-intake assistance.

Morrison Mahoney LLP, Boston, Massachusetts

Legal Intern, September 2016 - April 2017

- Drafted correspondence and legal documents.
- Obtained affidavits and other formal statements for use in court; filed exhibits, briefs, appeals, and other legal documents with the court; arranged for delivery of documents to opposing counsel.
- Organized and maintained documents in paper and electronic filing systems.
- Scheduled and handled arrangements for interviews, meetings, and depositions.

Connections for Kids, Kittery, Maine

Behavioral Health Professional, September 2015 - April 2018

- Partnered with a Master's level therapist in the home and in the community to provide social, emotional and behavioral support and instruction for parents and children.
- Organized and prioritized a substantial workload under deadlines.
- Connected with community and outside resources.

JILLIAN C. REIHL

LEGAL EXPERIENCE:

Staff Attorney, *New Hampshire Legal Assistance*, Manchester, NH January 2017 - present

- Represent income qualified victims and survivors of intimate partner violence, sexual assault, and stalking during protection order proceedings
- Provide holistic legal representation to victims and survivors of intimate partner violence during family law proceedings, including both divorce and parenting cases
- Assist immigrant victims of domestic violence and sexual assault with seeking legal status, Lawful Permanent Resident status, and U.S. citizenship
- Work to build community partnerships with local service providers, law enforcement agencies, courts, and culturally specific community groups
- Represent and advise clients about other civil legal issues, including benefits and landlord tenant law, in an effort to provide holistic legal services.

Associate Attorney, *Drew Law Office, PLLC*, Manchester, NH October 2012 - January 2017

- Independently manage and conduct all aspects of client intake and representation
- Develop standardized procedures, questionnaires, and form letters to improve case efficiency and minimize staff errors or omissions
- Maximize profitability by utilizing free or low cost research tools such as Casemaker and Fastcase
- Conduct legal research and analysis and draft memoranda, briefs, and opinion letters
- Consult with outside counsel to provide comprehensive legal advice and on interdisciplinary issues
- Collaborate with social service providers and pro bono attorneys to secure ancillary services
- Empower clients to make meaningful contributions to their representation through education
- Expanded the areas of expertise within our practice to include the preparation of U-visa applications

Research Assistant, *Professor Symeon C. Symeonides*, Salem, OR August 2011 - May 2012
Research Assistant, *Professor Warren Binford*, Salem, OR July 2011 - May 2012

- Edited chapters of a textbook to be published on Private International Law (Professor Symeonides)
- Performed research and compiled a bibliography to support the writing of a textbook, law review articles, and a successful Fulbright application (Professor Binford)

Law Clerk, *ICE - Office of the Chief Counsel*, Portland, OR June 2011 - August 2011

- Prepared legal filings for submission to the Immigration Court and the Board of Immigration Appeals
- Assisted staff attorneys by investigating legal issues and drafting memoranda

Legal Intern, *Willamette International Human Rights Clinic*, Salem, OR August 2010 - May 2011

- **Asylum Work:** Represented clients in affirmative and defensive asylum proceedings
- **Non-profit Legal Assistance:** Advised a non-profit organization about legal strategies for the ratification of a treaty and sustainable business practices

ADDITIONAL PROFESSIONAL EXPERIENCE:

Assistant Director/Internship Coordinator, *Colby College*, Waterville, ME May 2008 - July 2009

- Developed and presented workshops on professional skills and networking
- Motivated students by creating a plan of action during individual counseling
- Coordinated the College's internship programs
- Edited and drafted informational student resources
- Collaborated with Alumni Relations, Admissions, and other departments to develop and implement strategies for expanding student opportunities

EDUCATION:

Willamette University College of Law, Salem, OR - GPA: 3.41 (18/121) J.D., *cum laude*, May 2012
Thomas College, Waterville, ME - GPA: 3.96 M.B.A., July 2009
William Smith College, Geneva, NY - GPA: 3.75 B.A., May 2008

Chelsie Rommel

EDUCATION

Juris Doctor Candidate University of New Hampshire School of Law *December 2018*

Public service fellowships:

- Janet D. Steiger Fellowship (2018), awarded by the American Bar Association.
- Rudman Summer Fellowship (2017), awarded by the University of New Hampshire School of Law.

Activities: Domestic and Sexual Violence Project, Treasurer (2015 to 2018).

Master of Public Policy University of New Hampshire, Carsey School of Public Policy *May 2018*
Capstone Project: *Reducing Domestic Violence in Central America: The Impact of Government Intervention.*

Dual Degrees: BS/BA Central Washington University *June 2015*
Dual Degrees: Bachelor of Science in Business Administration, Bachelor of Arts in Law and Justice.

EXPERIENCE

Staff Attorney New Hampshire Legal Assistant *January 2019 to Present*
Represent survivors of domestic violence, stalking, human trafficking, and elder abuse in civil legal cases. Legal cases include, but not limited to, protective orders, divorces, parenting plans, Social Security Disability cases, Supplemental Security Income cases, and housing cases. Draft and create Social Media Policy for New Hampshire Legal Assistance advocates.

Intern New Hampshire Women's Foundation *August 2018 to December 2018*
Collect and analyze data for reports affecting women in New Hampshire. Help edit New Hampshire Women's Foundation's Status on Women publication.

DOVE Project Assistant New Hampshire Bar Association *August 2017 to November 2018*
Intern *Pro Bono Referral Program – DOVE Project* *Summer 2016*

Coordinate with community partners to organize successful several DOVE trainings. Present on New Hampshire's domestic violence and stalking restraining order laws. Participate in organizing and designing the Continuing Legal Education (CLE) materials for NH's CLE on Diversity in New Hampshire (2018) and New Hampshire's Supervised Visitation Centers (2016).

Janet D. Steiger Fellow New Hampshire Department of Justice *Summer 2018*
Consumer Protection and Antitrust Bureau

Performed extensive research on New Hampshire legislative history concerning theft by unauthorized taking, healthcare data access, and the operation of the ballot law commission. Drafted legal documents such as an Ex Parte Motion to Return Property, an Assurance of Discontinuance, and a Subpoena Duces Tecum. Produced correspondence with opposing party detailing a proposed Assurance of Discontinuance. Interviewed consumers and conducted investigations based on consumer complaints of various product and service industries.

Rudman Summer Fellow State of Alaska, Office of Public Advocacy *Summer 2017*
Criminal and Parental Representation Unit

Represented criminal clients in juvenile, misdemeanor, and felony cases, which involved charges of drug possession, assault, arson, theft, or burglary. Participated in child protection hearings, mediations, contested child placement hearings, and contested guardianship hearings.

Legal Intern New Hampshire Legal Assistance *January 2017 to April 2017*

Research and analyzed NH legal issues affecting low-income citizens, including first and second mortgage practices, illegal debt collection practices, discounted property tax policies, child custody agreements issues, and divorces. Drafted legal memos for the supervising attorney based on mortgage practices and family law. Interviewed and corresponded with low-income clients regarding debt collection issues.

COMMUNITY ACTIVITIES

Crisis Center of Central New Hampshire, volunteer/shelter advocate/on-call advocate (2016 to 2018)

- Trained in trauma-informed practices. Provide support and resources to domestic and sexual violence survivors, including responding to emergency room calls, providing crisis counseling, communicating Lethal Assessment Program sheets with police officers, and creating safety plans.

Christopher Schott

Education

University of New Hampshire School of Law, Concord, NH Graduated May 2018

Juris Doctor Candidate

GP 'A 3.21, Recipient of Presidential Scholarship and New Hampshire Grant

Advanced Criminal Practice Clinic

Aug. 2017 – Dec. 2017

Student Attorney

- Served indigent clients in New Hampshire and federal criminal proceedings.
- Researched New Hampshire and federal criminal law and filed written motions on behalf of client's defense.

Criminal Practice Clinic

Jan. 2017- May 2017

Student Attorney

- Represented indigent clients in misdemeanor and felony criminal cases in New Hampshire state court.
- Appeared in court to conduct cross examinations and assist supervising attorney.

Gettysburg College, Gettysburg, PA

Graduated May 2015

Bachelor of Arts in Political Science, Environmental Studies Minor

GPA 3.49, Dean's List Recipient, Member of Pi Sigma Alpha Political Science Honor Society

Employment

New Hampshire Legal Assistance

Portsmouth, NH

Staff Attorney

May 2018 – Present

- Represent victims of domestic violence in protective order, divorce, and parenting cases.
- Advise victims of domestic violence regarding variety of legal issues they face as the result of abuse.
- Track New Hampshire bills and observe legislative hearings related to issues of domestic violence and family law.

New Hampshire Department of Justice – Environmental Protection Bureau

Concord, NH

Legal Intern - Residency

Jan. 2018 – May 2018

- Aided supervising attorney in conducting a criminal investigation.
- Drafted complaints to enforce New Hampshire environmental regulations.
- Researched and advised on questions of criminal, property, and consumer protection law.

New Hampshire Legal Assistance

Portsmouth, NH

Legal Intern

May 2017 – Aug. 2017

- Aided in the representation of client's domestic violence, landlord-tenant, and housing discrimination cases.
- Researched and advised on questions of healthcare, welfare, and education law.
- Conducted direct and cross examinations in domestic violence cases before New Hampshire state courts.

New Hampshire Department of Environmental Services

Concord, NH

Legal Intern

May 2016 – Aug. 2016

- Drafted documents to enforce state regulations of public bathing facilities.
- Conducted research and advised on legal questions for members of the department.
- Participated in on-site regulatory inspections of public bathing facilities.

Adams County Public Defender's Office

Gettysburg, PA

Legal Intern

Feb. 2015 – May 2015

- Performed research on Pennsylvania and federal law to form arguments for court cases.
- Observed first hand plea bargaining, revocation hearings and criminal trials.

Competencies

WestLaw Next, Lexis Advance, Bloomberg Law, Geographic Information Systems, STATA

Michelle E. Wangerin

EDUCATION

Boston College Law School

Newton, MA

Juris Doctor

May, 2006

Awards,

2004 Equal Justice Works Educational Scholarship Recipient

Organizations

Public Interest Law Foundation: 2005-2006 Vice President; 2006 Alumni Auction Director; 2005 Auction

and Activities:

Director; 2004 Auction Committee, Corporate Donations Co-Chair

Immigration Law Society (2003-2004): Immigration Trips Donations Committee, Corporate Donations Chair, Public Interest Immigration Law Spring Break Trip in Miami

Dartmouth College

Hanover, NH

Bachelor of Arts, Major: Psychology, Minor: Government

June, 2003

Dartmouth Language Study Abroad, Berlin, Germany

EMPLOYMENT

New Hampshire Legal Assistance

Portsmouth, NH

Staff Attorney / Youth Law Project Director

January, 2010-Present

Provide civil legal advocacy to court involved youth at the administrative, circuit court and New Hampshire Supreme Court levels to secure necessary educational, health, and community based services. Represent youth at major school disciplinary hearings. Engage in policy advocacy to increase statewide use of evidence based practices in education and juvenile justice. Conduct local and regional trainings on interplay between special education and juvenile justice.

NH Public Defender

Concord, NH

Staff Attorney

January, 2007-January, 2010

Provided legal defense to indigent juveniles and adults charged with misdemeanor and felony level offenses. Trained incoming public defenders on juvenile delinquency law and dispositions. Selected to attend Juvenile Defender Leadership Summit in October 2008.

Disabilities Rights Center

Concord, NH

Law Clerk

August 2006-January 2007

Served as court appointed GAL for children in need of educational services. Negotiated with school districts to ensure children with disabilities receive proper educational services. Engaged in the formal complaint process with the New Hampshire Department of Education. Researched legal and policy issues in disability law areas including special education, Medicaid, and reasonable accommodations.

Boston College Legal Assistance Bureau

Waltham, MA

Legal Assistant, Women and the Law Clinic through Boston College Law School

Fall 2005-Spring 2006

Drafted and argued civil motions in family court. Negotiated with both attorneys and pro se parties in various areas including housing, workman's compensation claims, and domestic relations, including child custody and support. Secured SSI and SSDI benefits for clients and assisted in enforcing judgments. Filed complaint on behalf of a client to the Massachusetts Commission Against Discrimination and successfully negotiated housing transfer.

The Legal Center for People with Disabilities and Older People

Denver, CO

Special Education Department Legal Intern

Summer 2004

Drafted federal complaint and rebuttal for special education case. Conducted legal research and drafted memoranda on school of choice, compensatory education, IEP procedure, and discipline issues, along with a more extensive memorandum on the appropriate statute of limitations for federal complaints, due process hearings, state level review hearings, and civil actions in federal district court.

American Bar Association

Washington, DC

Commission on Mental and Physical Disabilities Department Intern

Summer 2002

Proofread and cite-checked for the *Mental and Physical Disability Law Reporter* and the *Handbook on Mental Disability Law*, by John Parry, J.D. and Phillips Gilliam, J.D. Prepared the Reporter's 2001 Title I survey. Drafted major case headlines for Reporter. Assisted in outreach to disability law community. Updated and maintained ABA lawyer database.

Community Connections

Craig, AK

Community Living Support Assistant

Fall 2001

Implemented after-school behavioral and academic programs for children with autism. Aided in re-evaluating and updating obsolete programs. Provided respite relief to the families of children with autism.

Erin P. Jasina

WORK EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE (NHLA)

Domestic Violence Advocacy Project Director

October 2017-present

- Responsible for training, mentoring, and supervising project staff, including seven attorneys, one paralegal, and one administrative manager
- Prepare Federal and State grant progress reports on an annual, biannual, and quarterly basis
- Serve as point person for media and general public inquiries related to domestic violence and family law issues
- Facilitate quarterly meetings of the Domestic Violence Advisory Council made up of project partners and other key community stakeholders

Domestic Violence Advocacy Project Co-Director

December 2014-October 2017

Paralegal Advocate, Domestic Violence Advocacy Project

January 2008-present

- Assist attorneys in the representation of domestic violence victims/survivors in family law related matters, including divorce, parental rights & responsibilities, child support, and termination of parental rights
- Provide counsel & advice, under the supervision of project attorneys, to clients of the Strafford County Family Justice Center
- Coordinate with domestic violence crisis centers statewide to locate attorneys within NHLA to represent clients at final domestic violence protective order hearings
- Coordinate statewide DVAP referral process with crisis centers, NH Bar Association's Pro Bono Program, and the Legal Advice & Referral Center
- Assist attorneys with trial preparation by drafting court forms and pleadings, creating exhibit binders, and preparing financial affidavits
- Participate in the discovery process by obtaining and analyzing records from bank institutions and police departments, and drafting answers to interrogatories
- Maintain client contact and provide support throughout case process, including attendance at court hearings
- Train crisis center advocates on safe and effective parenting plans
- Provide advocacy to clients seeking emergency assistance from town local welfare offices
- Conduct legal research using Westlaw, the Internet, and public records

NEW HAMPSHIRE LEGAL ASSISTANCE

September 2013-present

Intern Coordinator

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005-December 2007

Paralegal, Elder Abuse Unit and White Collar Crime Unit, Criminal Division

- Responsible for the preparation and filing of motions, including answering discovery requests
- Acted as a contact for the public to report and ask questions regarding elder abuse
- Maintained statistics for all pending and disposed cases handled by the Elder Abuse Unit
- Participated in investigations of elder abuse
- Communicated with local and state law enforcement agencies throughout criminal proceedings
- Prepared presentations and assisted in the training of law enforcement personnel and elder advocates

Erin P. Jasina

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005

Paralegal, Insurance Advocacy Unit, Civil Division

- Assisted with the preparation of insurance rate hearings, including tracking responses to all data requests, maintaining attorneys' files, and overseeing the production of trial binders
- Responsible for the preparation and filing of legal briefs
- Compared and reviewed proposed insurance laws and regulations

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Boston, MA

2004-2005

Legal Hiring Assistant

- Assisted in the hiring process of Summer Associates
- Responsible for arranging interviews of all prospective attorneys
- Represented firm at law school job fairs/receptions
- Prepared materials used by attorneys at weekly Hiring Committee Meeting and participated in the meetings
- Maintained firm-wide database of all attorney applicants
- Point of contact for attorneys regarding any HR related matters

DEBEVOISE & PLIMPTON LLP, Washington, DC

2003-2004

Legal Receptionist

- Handled all incoming calls from clients, attorneys, and the general public
- Assisted managing partner on special projects
- Maintained and arranged office space for attorneys, clients, and staff
- Organized office wide events, working with outside vendors and suppliers

EDUCATION

NORTHEASTERN UNIVERSITY, Boston, MA

January-March 2005

Paralegal Professional Certificate Program

THE CATHOLIC UNIVERSITY OF AMERICA, Washington, DC

1999-2003

B.A. Media Studies

- Overall G.P.A. – 3.76/4.0; Magna Cum Laude
- Phi Eta Sigma (Fall 2000 – Spring 2003)
- Highest Honor in Senior Comprehensive Exam

COMMITTEES AND SPECIAL TRAINING

- Member of the New Hampshire Family Mediator Certification Board since July 2015
- Served as Chair and NHLA's representative to the Strafford County Family Justice Center Advisory Council
- Attended the National Family Justice Center Alliance Conference (2011, 2012, 2014, 2016)
- Attend annual NH Statewide Conferences on Domestic and Sexual Violence and Stalking
- April of 2007- Attended the Courtroom Technology course given by the National District Attorneys Association at the National Advocacy Center in Columbia, SC. This four day course focused on using PowerPoint as a tool for case analysis and courtroom presentations.

COMPUTER SKILLS

- Proficient in Microsoft Word, Excel, PowerPoint, Westlaw, Lexis, FLAPS, and Web-based research

New Hampshire Legal Assistance

Project Director

Job Description

3-7-07

Overview: Project Directors perform a key role at NEHA and are responsible for management of substantive law units. They are expected to take an active role in managing the work of staff assigned to the project, overseeing project grants, and promoting the objectives of the unit. Project directors have the authority to delegate work and coordinate work of the unit with other managers and advocates. Project managers report to the Deputy Director. Duties include but are not limited to:

- Working with senior management team and others to develop and maintain Project goals and objectives:
 - Identify and work in collaboration with Litigation Director to pursue ideas for litigation, including impact and appellate.
 - Identify and work in collaboration with Policy Director to pursue ideas for administrative and legislative advocacy.
 - Share information about Project work throughout NEHA, including via Litigation Report.
 - Identify and pursue avenues for pro bono attorneys to further Project goals.
 - Develop and maintain a national perspective on the legal services and other substantive law work pertaining to Project. (The Project Director is not be expected to be an expert in each component area of practice covered by the Project. The Project Director may delegate responsibility for tracking national developments in certain practice areas to other Project members.)
- Having primary responsibility for grant management which includes familiarity with grant terms, obligations and limitations and grant reporting.
- Ensuring that objectives of Project and goals and objectives required by grants funding the Project are met.
- Working collaboratively with Controller to set budget and hours' expectations for advocates working in Project.
- Working in active collaboration with the Development Director to submit reports and to apply for ongoing grants. Be alert to new grants or funds to support and sustain work of Project and notify Development Director of such opportunities.
- Working in active collaboration with managing attorneys in each BLO to regularly supervise legal work done by advocates in Project.

- Working with Deputy Director to resolve areas of conflict between Managing Attorney, Project Director, and/or individual advocates.
- Working collaboratively with project team members and assisting them in developing their knowledge and skills.
 - Encourage project team members to pursue training to develop complementary areas of expertise.
 - In conjunction with Deputy Director, Litigation Director, and Managing Attorneys, ensure that each NHLA advocate has a workplan including professional development goals, and help to identify opportunities, including training and co-counseling, which would fulfill the workplan.
- Establishing mechanisms such as team meetings, case acceptance meetings and staff training programs to develop the efficacy and skill of the unit.
- Providing direct services to clients.
- Working collaboratively to develop community outreach strategies.

New Hampshire Legal Assistance

Staff Attorney

Job Description - March 2008

General Responsibilities

The Staff Attorney provides comprehensive legal services to eligible clients in civil cases in accordance with program guidelines and the Code of Professional Responsibility.

Duties

- Handles a diversified caseload of individual services cases in a number commensurate with his/her experience and competence, and with the demands of his/her community.
- Develops a working knowledge of community needs, resources and desires and establishes meaningful contact and ties to community groups, organizations, etc.
- Increases knowledge and expertise in a particular substantive area so as to be able to:
 - a. help train other lawyers and support staff, etc.
 - b. participate in task forces or other groups active in developing strategy and tactics to further the interests of low-income clients in those areas.
- Supervises the regular work of paralegals and support staff.
- Reports to supervisors caseload statistics and general information regarding his/her activities at regular intervals.

Relationship

Reports directly to the Managing Attorney or other direct Supervisor, as applicable, and to the Executive Director of NHLA.

Requirements

- Member of the NH Bar or must take first available exam
- Demonstrated commitment to serving low-income clients.
- Willingness to commit her/herself to the program for a minimum of two years.
- Prior legal services experience desirable.

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors (Updated February 2020)

KILE ADUMENE (Secretary)	Manchester Community Health Center	145 Hollis St., Manchester, 03101	603-820-2121	[REDACTED]
JOHN T. BEARDMORE (Treasurer)	Fidelity Investments	873 Rollins Rd. Hopkinton, 03229	603-717-8092	John.Beardmore@fmr.com
GEORGE DANA BISBEE, Esq. (Co-Chair)				[REDACTED]
DEBORAH BUTLER, CPA (VP)	Deborah Butler, CPA 1911 Office	P.O. Box 323, 20 Central Sq., Keene, 03431	603-352-2448	dbutler@mcmxi.com
LAUREN SNOW CHADWICK, Esq.	National Education Association	P.O. Box 713 New London, 03257	603-731-4296	[REDACTED]
MICHAEL DELANEY, Esq.	McLane Middleton	900 Elm St., P.O. Box 326 Manchester, 03105-0326	603-625-6464	michael.delaney@mclane.com
(SAMANTHA ELLIOTT, Esq.) (VP-LARC) (LARC Board only)	Gallagher, Callahan & Gartrell, P.C.	214 North Main St., P. O. Box 1415 Concord, 03302-1415	603-228-1181	elliott@gcglaw.com
CLAIRE H. GAGNON, CPA	Easterseals NH	555 Auburn St. Manchester, 03103	603-621-3559	cgagnon@eastersealsnh.org
MARGARET GOODLANDER, Esq.			603-404-4017	[REDACTED]
ELIZABETH GREENWOOD			[REDACTED]	egreenwood1@plymouth.edu
DOUGLAS P. HILL, Esq.			603-968-7900 (w) [REDACTED]	[REDACTED]
ANNE JENNESS, Esq.	Gallagher, Callahan & Gartrell, P.C.	214 North Main St., P. O. Box 1415 Concord, 03302-1415	603-545-3622	jenness@gcglaw.com
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MICHAEL S. LEWIS, Esq.	Rath, Young & Pignatelli, PC	One Capital Plaza, P.O. Box 1500 Concord, 03302-1500	603-226-2600	msl@rathlaw.com
SINDISO MNISI WEEKS, LLB, Ph.D.	University of Massachusetts-Boston	100 Morrissey Blvd. Boston, MA 02125	[REDACTED] cell	[REDACTED]
REBECCA NANN	Holistic Therapeutic Arts	49 Ashuelot Street, Upstairs Keene, NH 03431	315-409-3578	[REDACTED]
JOHN J. PELLETIER, SR.		P.O. Box 1893, Derry, 03038	603-505-9710	[REDACTED]
DEBORAH KANE REIN, Esq. (Co-Chair)	Hess Gehris Solutions	95 N. State Street, Concord, 03301	603-724-5081	deborah@hessgehris.com
TALESHA SAINT-MARC, Esq.	Bernstein Shur	670 N. Commercial St., PO Box 1120 Manchester, NH 03105-1120	603-665-8814	tsaintmarc@bernsteinshur.com
ERIN VANDEN BORRE, Esq.	Orr & Reno, PA	45 South Main St., Ste. 400 P.O. Box 3550, Conc. NH 03302-3550	603-568-8764 cell	EvandenBorre@orr-reno.com



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459779
June 11, 2008 LTR 4168C E0
02-0300897 000000 00 000
00026861
BODC: TE

NEW HAMPSHIRE LEGAL ASSISTANCE
117 N STATE ST
CONCORD NH 03301-4407170



017451

Employer Identification Number: 02-0300897
Person to Contact: MS. LEWIS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of June 02, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in SEPTEMBER 1971, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, 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.

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

Sincerely yours,

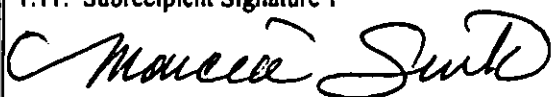
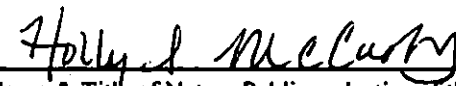

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

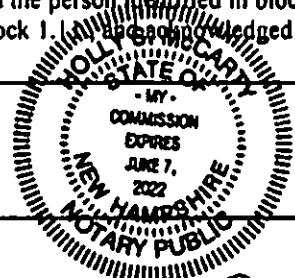
GRANT AGREEMENT

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

GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Court Appointed Special Advocates of New Hampshire, Inc.		1.4. Subrecipient Address PO BOX 1327, Manchester, NH 03105	
1.5 Subrecipient Phone # 603-626-4600	1.6. Account Number 02-20-20-201510-5021-0 72-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 1,313,258
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Marcia Sink, President/CEO	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____ on _____, 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 Holly S. McCarty, Administrative Support Coordinator			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By Takmina Rakhmatova Assistant Attorney General, On: 04/13/2020			
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 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

- 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.

MS
Date: 4/6/2010

EXHIBIT A

-SCOPE OF SERVICES-

1. The Court Appointed Special Advocates of New Hampshire, Inc. as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for Child Advocacy under the Victims of Crime Act Grant (CFDA 16.575) to include expenses for personnel, benefits, travel, and insurance. The amount of the subgrant is further specified in Exhibit B, paragraphs 3a and 3b.
2. Subrecipient shall also receive a subgrant from the DOJ as a result of a competitive bidding process for funding. This subgrant includes cost incurred and services provided for Child Advocacy under the Victims of Crime Act Grant (CFDA 16.575) to include legal services expenses for personnel, benefits, travel, a laptop, printing, advertising, software, program consultants and insurance. The amount of this subgrant is specified in Exhibit B, paragraphs 3c and 3d.
3. 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 15th or 15 days after the close of the first quarter ending on March 31.*
4. 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 3 years after the close of the federal award.
5. Subrecipient shall be required to submit an annual grant application to the DOJ for review and compliance.
6. 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.

MS
4/6/2020

7. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Tanya.pitman@doj.nh.gov

Subrecipient Initials

MS

Date

4/16/2020

EXHIBIT B

-METHOD 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 \$565,347.00 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$565,347.00 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3c. The Subrecipient shall be awarded an amount not to exceed \$104,062.00 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance

3d. The Subrecipient shall be awarded an amount not to exceed \$78,502.00 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

4. With sufficient reason and under limited circumstances, the Subrecipient may apply for up to three-months grant extension for each subgrant. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

5. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.
6. The Subrecipient expenditure report provided for one subgrant cannot be used for another subgrant. The DOJ will provide the Subrecipient with an expenditure report for each subgrant upon award of the subgrant.

Subrecipient Initials

ME

Date

4/6/2020

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials MS
Date 4/6/2020

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

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4/6/2020

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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**
- ii. 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.**

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

- i. it represents that— it has determined that no other entity**

Subrecipient Initials

Date

MS
4/16/2020

EXHIBIT C

- 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
- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

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4/6/2020

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
-
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single


Subrecipient Initials 
Date 4/6/2020

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c)3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or;
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state; or;
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status.

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program.

EXHIBIT C

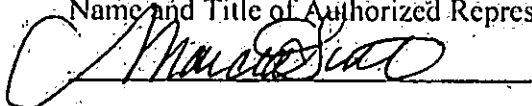
Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: http://ojp.gov/about/ocr/fag_eeop.htm.

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document:

MARCIA SINIL, PRESIDENT/CEO

Name and Title of Authorized Representative



Signature:

April 6, 2020

Date

CASA of NH

Name and Address of Agency

Subrecipient Initials

MS

Date

4/6/2020

EXHIBIT D

EEOP Reporting

I, MARCIA SINK [responsible official], certify that
CASA of NH [recipient] has completed the EEO reporting tool
certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on April 6, 2020 [Date]

And that Marcia Sink [responsible official] has completed the
EEOP Christine Duhaime

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

April 6th, 2020 [date]

I further certify that:

CASA of New Hampshire [recipient] will comply
with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: 

Date: 4/6/2020

Subrecipient Initials 

Date: 4/6/2020

EXHIBIT E

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 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>

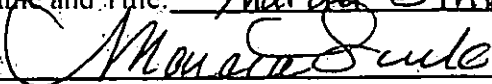
Supplanting and job retention

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 CASA of New Hampshire (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 CASA of New Hampshire (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: Marcia Sink - President/CEO

Signature: 

Subrecipient Initials MS

Date 4/6/2020

EXHIBIT F

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.

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4/6/2020

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

Subrecipient Initials

Date

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4/6/2020

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:



Date 11/16/2020

EXHIBIT F

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.

Marcia Sink President/CEO

Name and Title of Head of Agency

Marcia Sink

Signature

4/6/2020

Date

CASA of New Hampshire

Name and Address of Agency

P.O. Box 1327

138 Coolidge Ave

Manchester NH

03105

Subrecipient Initials

MS

Date

4/6/2020

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 COURT-APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 19, 1989. 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: 140761

Certificate Number: 0004885342



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 6th day of April A.D. 2020.

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

William M. Gardner

Secretary of State



CASAOFN-01

DBRUINOOG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2020

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 Eaton & Berube Insurance Agency, LLC. 11 Concord Street Nashua, NH 03064	CONTACT NAME:	
	PHONE (A/C, No, Ext): (603) 882-2766	FAX (A/C, No): (603) 886-4230
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Company	NAIC # 23850
	INSURER B: Wesco Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
CASA of NH, INC
PO BOX 1327
Manchester, NH 03105

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2005180	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2005180	7/1/2019	7/1/2020	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 type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			PHPK2005180	7/1/2019	7/1/2020	EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3421944	7/1/2019	7/1/2020	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
VOCA Grant - Covering operations of the Named Insured during the policy period.

CERTIFICATE HOLDER State of NH Department of Justice 33 Capital St Concord, NH 03301	CANCELLATION 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
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CERTIFICATE OF AUTHORITY

CORPORATE RESOLUTION

I, Amy Coven, hereby certify that I am the duly elected Chair of the Board of Directors of Court Appointed Special Advocates (CASA) of New Hampshire. I hereby certify the following is a true copy of a vote taken electronically by the Board of Directors/shareholders, duly called and held on April 6, 2020 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Marcia Sink is President/CEO of Court Appointed Special Advocates of New Hampshire, Inc., a non-profit corporation organized under the laws of New Hampshire with principle offices located at 138 Coolidge Street, Unit 1, Manchester New Hampshire (CASA-NH"). Ms. Marcia Sink is duly authorized to enter into contracts or agreements on behalf of CASA of New Hampshire with the State of New Hampshire and any of its agencies or departments and is further authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of the vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and she has full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

The undersigned is the duly authorized Chair of CASA-NH.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, Inc.**

By: 
Amy Coven, Chair

April 6, 2020

CASA of NH Board of Directors – 2019/2020

Amy Covenor – Chairman
WMUR TV, ABC-9

Thomas Buchanan-Treasurer
Derry Medical Center

John Zahr - Secretary
GYK Antler

Evelyn Alssa
Reaching Higher New Hampshire, Inc.

Ellen Arnold

Judy Bergeron
MTS Services

Adele Boufford Baker

Michael Burns
Anthem BlueCross and BlueShield

Susan Chollet

Pat Clancey
Pat Clancey Realty

David Eby
Devine Millimet

Nick Giacomakis
New England Investment & Retirement Group, Inc.

Chief David Goldstein
Franklin, NH Police Department

Terry Heinzmann

Ellen Koenig
New Hampshire Women's Foundation &
NonProfit Consultant

Bryan Lord
New Venture Advisors LLC

Alan Relsche
Sheehan Phinney

Kathleen Thomas
NewDay Solutions

Staff (non-voting members)

Marcia (Marty) Sink- President/CEO
CASA of NH

Betsy Paine- Staff Attorney
CASA of NH

CASA Contact Information

138 Coolidge Avenue
Manchester, NH 03102

Toll-free telephone: 800-626-0622

603-626-4600 (f) 603-623-6362

General Delivery Email – speakup@casanh.org

Website: www.casanh.org

Top 5 Key Personnel CASA of NH 2020-2021		
Name	Job title	Salary
Marcia Sink	President/CEO	\$110,083.00
Elizabeth Paine	Staff Attorney	\$75,075.00
Bernadette Melton-Pla	Senior Program Manager	\$67,000.00
Diane M. Valladares	State Wide Training & Recruitment Director	\$62,000.00
Jonelle Gaffney	Senior Program Manager	\$55,697.00
		\$369,855.00

ERIN BOYLAN

Accomplishments

President of Family Support New Hampshire
SPARK NH Council Member - Vice Chair
Wellness and Primary Prevention Council
Positive Solutions for Families Trainer
Presenter at 2013 & 2017 Strengthening Families Summit
PIC Parent Advocate
National Child Passenger Safety Technician

Experience

- Program Manager** August 2018 to Present
CASA of New Hampshire Manchester, NH
- Supervise CASA GALs
 - Review and approve court reports
 - Represent CASA in court
 - Plan and facilitate support groups for advocates
 - Assist in facilitating new CASA training
 - Work in the child's best interest
- Family Support Service Coordinator** Jan 2012 to August 2018
Easter Seals Child Development & Family Resource Center Manchester, NH
- Consults with Department of Health and Human Services, school personal, medical providers, and other local agencies to assist families in utilizing existing services and minimizing duplication.
 - Acts as an advocate for and assists families in gaining services.
 - Coordinates parent education, adult education, and other classes as needed.
 - Evaluates, plans, designs, organizes, and directs program activities, either directly or through subordinates to meet the needs of the families served.
 - Collaborate with other organizations to further the mission of the agency.
- Lead Preschool Teacher** Sep 2008 to Dec 2011
Visiting Nurses Association Manchester, NH
- Created and implemented developmentally-appropriate curriculum that addresses all learning styles.
 - Promoted good behavior by using positive behavior interventions and supports method.
 - Organized activities that developed children's physical, emotional, and social growth.
 - Worked closely with center director, family support service coordinator, classroom teaching teams and other specialist.
- Physical & Health Education Teacher** Aug 2006 to Jun 2008
Bishop Brady High School Concord, NH
- Designs physical education and health curriculum in conjunction with department head.
 - Maintained up-to-date lesson plans, and scope and sequence for all courses.
 - Established positive relationships with students, parents, colleagues, and administrators.

- Kept accurate records of student performance, maintaining a confidentiality of student records and information at all times.
- Drafted letters of recommendation for students' college applications.

Paraprofessional

Dec 2005 to Jun 2006

Kimball School - Concord, NH

- Worked with special education staff and classroom teachers to implement and evaluate instructional programs and individual student progress.
- Conducted small group and individual classroom activities based on differentiated learning levels.

Kindergarten Teacher

Aug 2002 to Aug 2005

The Learning Center at Concord Hospital

Concord, NH

- Used a variety of activities and instructional methods (songs, stories, media, structured games, art, outdoor activities etc.) to motivate and stimulate children's abilities
- Fosters cooperative social behavior through games and group projects to assist children in forming satisfying relationships with other children and adults.
- Observed and evaluated children's performance, behavior, social development, and physical health.
- Provided a variety of materials and resources for children to explore, manipulate, and use, both in learning activities and in imaginative play.

Education

MS, Sports Administration Southern New Hampshire University - Manchester, NH Sports Administration	2012
BS, Elementary Education Elmira College - Elmira, NY Elementary Education	2002

Additional Work Experience

Assistant Cheerleading Coach Southern New Hampshire University - Manchester, NH	2014 -2016
Head Cheerleading Coach Plymouth State University - Plymouth, NH	2009 - 2013
Head Cheerleading Coach Bishop Brady High School - Concord, NH	2002 - 2008

Certifications

NH Early Childhood and Family Mental Health Intermediate Credential
 NH Early Childhood Teacher Level 3
 New York State Provisional Teacher Certification

Pamela M. Carbee



SKILLS

- Non-profit Management
- Grant Management
- Fundraising
- Project Management
- Recruitment & Retention
- Public Speaking & Outreach
- Presentation & Curriculum Development
- Social Media & Web Updates
- Inter-Agency Relations
- Research, Writing & Editing
- Independent & Team Oriented

EDUCATION

Southern NH University

Graduate Certificate - *Community Mental Health and Substance Abuse Services for Children, Youth, & Families*

Courses:

- Human Development & Research Methodology
- Counseling & Guidance with Children
- Mental Health Group Counseling & Psychotherapy
- Child & Adolescent Counseling
- Behavioral Mental Health
- Helping Relationships
- Community Resources and Rehabilitation
- Diagnosis and Assessment
- Clinical Skills I & II: Integrated Community Mental Health Treatment for Children, Youth & Families
- Social and Cultural Foundations,
- Career & Lifestyle Development

Granite State College

BS, *Behavioral Science*

Courses:

- Perspectives of Human Personality
- Fundamentals of the Helping Process
- Educational Psychology

WORK EXPERIENCE

CASA of New Hampshire | Manchester, NH

CASA Program Manager

2019 – Present

- Adhere to all policy, protocol and procedures adopted by CASA of NH.
- Ensure that all court case data and files are accurate and up to date.
- Act as liaison to court personnel, DCYF and other strategic partners.
- Assist in interviewing & screening advocate applicants.
- Coordinate and participate in advocate support groups and in-service trainings.
- Provide coaching/supervision and support to advocates.
- Maintain current monthly supervision data in CASA database.
- Coordinate case coverage as needed during CASA absence.
- Conduct performance evaluation of assigned advocates.
- Review and edit court reports and ensure that they are delivered in a timely manner to the court and all relevant parties in the case.
- Assist advocates in developing skills to enable them to discover answers for themselves and improve their performance.

Southern NH Services | Manchester, NH

Workplace Success Program Coordinator

2017 – 2019

- Assisted participants in completing vocational assessments and developing Career Pathway Plans.
- Provided career guidance, educational counseling and support services as needed to participants.
- Delivered programming to assist participants in gaining the job skills necessary to obtain employment.
- Used evidence-based practices including motivational interviewing to create individualized career plans based on participants' strengths.
- Completed casework documentation, extensions and track participant accomplishments to ensure compliance with NHEP requirements.
- Facilitated and support participants' engagement in the use of other community resources while assisting them in resolving obstacles to participation.
- Recruited and maintained relationships with community partners to provide programming and services with center staff in-house or via Zoom Trainings.

Home Visitor/Family Worker

2016 – 2017

- Successfully coordinated all training and meeting logistics, including registration, presentations and handouts.
- Reviewed and revised the Media Literacy for Safe & Healthy Choices Curriculum.
- Increased organization visibility through social media and marketing campaigns.
- Developed procedure and training manuals to ensure staff expectations are clear in regards to performance and specific processes to be followed.
- Recruited and trained new staff, AmeriCorps VISTA's and interns.
- Coordinate workflow among staff, VISTAs and interns.
- Coordinated and participated in the grant application process, including creating budgets, ensuring funds are spent as allocated in the grant, and generating reports.
- Responsible for purchasing office/training supplies and equipment.
- Answered queries of stakeholders, media and other organizations regarding the agency's policies, materials, and services.
- Created and maintained respectful partnerships with families.
- Delivered health, educational, nutritional and child growth and development information to parents via weekly meetings in the family home.
- Coordinated with parents to ensure that well-child exams, immunizations, health screenings, and nutrition assessments are complete and necessary follow up occurs.
- Assisted and supported families in locating resources and scheduling appointments with community resources that best meets their needs.
- Coordinated with community partners to provide appropriate services to the family.

Media Power Youth | Manchester, NH

Administrative Coordinator- Executive Assistant 2010 – 2015

Managed office operations to ensure efficiency and productivity. Prioritized and delegated tasks, managed all projects and provided motivation and direction to create a positive work environment and ensured accurate on-time completion.

NH Coalition Against Domestic & Sexual Violence | Concord, NH

Sexual Assault Nurse Examiner (SANE) Program Assistant

2002 – 2011

- Managed office operations to ensure efficiency and productivity.
- Created and distributed informational & training brochures, newsletters and other publications.
- Recruited Nurses for the SANE Program and ensure they meet training requirements and currency of practice.
- Program research and development.
- Provided technical assistance in regards to the NH Sexual Assault Evidence Collection Kit protocol and sexual assault database tracking, as well as other provider needs.
- Handled sensitive and confidential information with discretion.
- Created and maintained the SANE Internship, including the oversight of all interns.
- Facilitated all meeting and training logistics.
- Developed, formatted, & maintain all program databases

COMMITTEES/COMMUNITY SERVICE

Weed & Seed Steering Committee Member | Community Organization | Manchester, NH

Manchester's Weed & Seed strategy is a community-based multi-agency approach to law enforcement, crime prevention and neighborhood restoration with the intent to control violent crime, drug trafficking, and drug-related crime in designated elevated-crime neighborhoods.

LISA A. CIOFFI



EDUCATION

J.D. **NEW ENGLAND SCHOOL OF LAW**, May 1997
magna cum laude

B.A. **BOSTON COLLEGE**
Political Science, May 1991

Graduate Program **BOSTON COLLEGE**
Human Services & Government, May 1992

PROFESSIONAL EXPERIENCE

CASA of NH

Program Manager, January, 2020 - Present

Office of Lisa Cioffi

Court Investigator & Guardian Ad Litem for the Juvenile Courts of Massachusetts, 2011-Present

As a Court Investigator/GAL for the Massachusetts Juvenile Courts, I perform independent factual investigations of families who are the subject of child welfare cases filed by the Department of Children and Families in the Juvenile Court.

In this capacity, I conduct interviews of parents, children, social workers, law enforcement personnel, professional clinical providers, medical personnel and other relevant sources of information. Additionally, I review records maintained by the Department of Children and Families, medical records, law enforcement records, clinical treatment records, and drug and alcohol treatment records. Following completion of my investigation, I prepare and submit a written report, with recommendations for services, to the Court.

Massachusetts Department of Children and Families, 1999-2008

Assistant Counsel

As counsel to the Department of Children and Families, I represented the agency in all phases of trial practice in the Juvenile Court and Probate Court in custody, termination of parental rights, guardianship and adoption cases. Additionally, I represented the agency in all phases of appellate practice, including preparation of briefs and oral argument, before the Appeals Court and the Supreme Judicial Court. Provided training for newly hired attorneys and supervision of agency trial counsel in all phases of trial practice.

Mass Society for the Prevention of Cruelty to Children, 1993-1996

Advocacy Program Administrator

Researched legislation affecting children and families. Preparation of agency policy statements regarding pertinent legislation. Testimony before state legislative committee hearing.

Jennifer Curran

Excels at building relationships and leveraging the varied skills of individuals. Demonstrates a proven record of effective communication to leadership teams and key stakeholders. Experienced leader who thrives in a diverse and extended team environment. Life-long learner. Mother, Marathoner, Ironman, Marine Corps Veteran.

EXPERTISE INCLUDES:

Effective Communicator
Strategic Influencer

Dynamic Leader
Inclusive Collaborator

Conceptual Thinker
Strong Analytical Skills

PROFESSIONAL & VOLUNTEER EXPERIENCE

CASA of New Hampshire Laconia, New Hampshire

September 2019 - Present

Skills: Leadership, Training, Coaching

- Training, supervising, and building the skills of approximately 25 individual volunteers who act as guardians ad litem for abused and neglected children in the NH courts
- Recruit and organize guest speaker opportunities and support groups
- Liaise with various agencies in advocacy of children's safety and permanency

BabyQuip Independent Quality Provider Co-Founder, Central New Hampshire

April 2018 - Present

Skills: Training, Recruitment, Attention to Detail, Leadership

- Co-founded baby equipment rental business serving the Lakes and White Mountain regions
- Established training and service requirements as well as reporting and analysis functions
- Oversee marketing operations, inventory acquisition, and effective yield management
- Recruited hotels, vacation rental businesses and AirBnB operators to join the affiliate program

RiverWalk Resort at Loon Mountain Real Estate Executive, Lincoln, New Hampshire

May 2017 - March 2018

Skills: Sales growth, strategic inventory analysis, opportunity identification

- Responsible for growth of ownership base YOY for luxury residences
- Team lead on new B2B revenue channel for upcoming resort expansion plans
- Manage inventory mix to ensure proper fit for customer as well as optimal financial performance for the company

UPS (United Parcel Service) Account Manager, Aerospace and Defense, Singapore

March 2016 - January 2017

Skills: Global trend analyzation, streamline business processes, revenue growth

- Grew UPS market share in Asia by winning contract for the largest Aerospace and Defense company in the country
- Understand the impact of technology in logistics and translate that to revenue growth for UPS customers. Won new contract for multi-national Aerospace company with new location in Singapore
- Relay how global trends will impact customers and deliver proactive solutions for their supply chain, mitigating risk and streamlining technology solutions to capitalize early before competitors

ADP (Automatic Data Processing)

October 2013- October 2015

Human Capital Management, Major Accounts, Orlando, FL

Skills: Effective communication, proactive needs assessment, strategic action planning, SASS

- Consulted with executives to increase the productivity and ROI of their HCM investment
- Thought leader on sociopolitical and economic influences, which drive market decisions and need for business transformation
- Proactive liaison between external and internal service teams. Built trusted relationships by delivering on service promise

Wyndham Destinations (RCI)

April 2010- October 2013

Manager, Business Development, Orlando, FL

Skills: Project management, vendor management, budgeting and execution, CRM

- Lead internal and external cross-functional teams in varying geographies on projects that included mobile applications, website execution, and sales center effectiveness. All projects completed on time, on budget, and recognized by several company and industry level awards
- Ensure consistent communication and deliver on expectations throughout client's lifecycle. Established trust and rapport as point of contact for new clients
- Conduct industry research to provide valuable insight to clients and internal teams

Cork & Olive

November 2009- April 2010

Marketing Director and Social Media Manager, Orlando, FL

Skills: Customer relationship management, campaign development, social media marketing

- Directed public relations and social media efforts resulting in the addition of 800 new customers
- Responsible for email marketing campaigns, surveys, and distribution of promotional materials. Initiated a customer relations program to follow-up with all new and existing customers

United States Marine Corps

May 2003- May 2008

Senior Intelligence Analyst and Section Manager

Skills: Leadership, analytic problem solving, presentation ability, critical attention to detail

- Instructed, supervised, and evaluated the performance of 30 personnel and managed the production and quality control of all released intelligence products
- Prioritize mission critical tasks and execute in a fast-paced environment
- Monitored oversight and compliance procedures as well as directed daily operations and training of junior analysts
- Researched, developed, and coordinated the dissemination of more than 1,000 reports for upper management personnel, including top military ranks

HONORS, AWARDS, AND RECOGNITION

- 2013 Speaker for Florida Diversity Council Young Women in Leadership event
- 2013 Speaker at Southeast ARDA conference on social media and customer engagement
- Published in November/December 2013 Developments (ARDA) magazine
- Four-time COM! Recipient (internal Wyndham award); two team and two individual awards

EDUCATION

University of Central Florida, Rosen College

Orlando, FL

Bachelor of Science in Hospitality Management, Graduated with Honors, May 2011

Foreign Language Training Center Europe

Garmisch, Germany

Serbian and Croatian language, Graduated with Honors, February 2005

Defense Language Institute

Monterey, CA

Associate of Arts in Serbian/Croatian- Linguist and Baltic Region Specialist, November 2004

CAROLINE K. DELANEY, ESQ.

LEGAL EXPERIENCE

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE (CASA-NH) **Manchester, NH**
Staff Counsel **September 2016-Present**
Act as in-house staff counsel for CASA-NH staff and volunteers. Provide initial and on-going service training for staff and volunteers on the legal process in Abuse/Neglect (RSA 169-C), Termination of Parental Rights (RSA 170-C) and Mediated Adoption (RSA 170-B: 14) proceedings. Represent CASA-NH in court filing appropriate motions and memos of law. Review and edit reports submitted to Court by CASA-GAL's and prepare CASA-GAL's to testify as witnesses in court proceedings. Assist the President/CEO with personnel and other management issues including contract review.

New Hampshire Department of Revenue Administration (DRA) **Concord, NH**
Revenue Counsel **March 2014 - September 2016**
Served as general counsel to the DRA. Advised DRA Commissioner and administration on tax matters, and personnel issues. Managed all DRA litigation and represented DRA in administrative hearings. Managed DRA's administrative rule making process including testifying before legislative committees. Drafted and reviewed business contracts. Conducted department wide trainings.

Morrison Mahoney LLP **Manchester, NH**
Associate **January 2009 - February 2014**
Handled all aspects of varied insurance defense litigation including professional liability, premises liability and worker's compensation cases. Regularly advised insurance companies in the areas of New Hampshire insurance coverage and worker's compensation law.

Wiggin & Nourie, P.A. **Manchester, NH**
Associate **Sept. 2006 - Oct. 2008**
Attorney in Insurance Defense Practice Group. Attended hearings, mediations, depositions and drafted pleadings.

Law Office of John B. Schulte **Manchester, NH**
Staff Litigation Counsel **March 1998 - Sept. 2004**
Served as in-house trial attorney for Liberty Mutual Insurance Company. Represented Liberty Mutual insureds in automobile and premises liability cases in all state courts. Represented employers at the New Hampshire Department of Labor in worker's compensation hearings and appeals.

EDUCATION

Northeastern University School of Law
J.D. 1997

College of the Holy Cross
B.A. English 1991

OTHER EXPERIENCE

Community Family Life Services

Grant Administrator/Casemanager/Outreach Coordinator

Washington, D.C.

Aug. 1992 – May 1994

Administered Department of Housing and Urban Development grant. Supervised six grant casemanagers and coordinated referrals. Provided case management to homeless families living in CFLS' transitional housing program working towards achieving self-sufficiency. Provided case management to families living in Washington D.C. city shelters.

The Jesuit Volunteer Corp

Emergency Services Coordinator/ Advocate for the Elderly

Washington, D.C.

Aug. 1991 – June 1992

Served low income families and seniors volunteering for two Washington D.C. social service agencies, The Northwest Settlement House and Community Advocacy and Referral for the Elderly ("C.A.R.E.").

MEMBERSHIPS

New Hampshire Bar Association

New Hampshire Women's Bar Association

Kathleen Devlin



SUMMARY: Friendly, self directed, organized professional with strong written and verbal communication skills. Possesses significant administrative and social work experience with children/youth and families.

SKILLS: Microsoft Word; Excel; PowerPoint; Outlook and Internet Navigation.

CURRENT AND PAST ADMINISTRATIVE / SOCIAL WORK EXPERIENCE:

Supervision

- Directly supervise/train CASA/GAL volunteers that advocate for the best interest of children within the juvenile court system.
- Directly supervised/trained nine management staff and provided general oversight for thirty department staff/volunteers for health and nutrition services department.
- Directly supervised/trained twenty Parent Aide / MIMS staff.
- Directly supervised/trained twenty-eight Family Day Care Home Providers.

Management / Organization

- Manage assignment and monitoring of CASA/GAL cases for two counties.
- Managed six program budgets within health and nutrition program department.
- Facilitated all aspects of three national senior anti-hunger annual training conferences as part of national volunteer Board of Directors.

Social Work

- CASA/GAL casework supervision for court appointed child protective cases.
- Group facilitator for teen section of family centered group through school system.
- Parent Aide working directly with DCYF caseworkers, school officials, therapists, foster parents, parents, Guardians Ad Litem and other case related contacts.
- Family Day Care Protective Social Worker dealing directly with parents, Family Day Care Providers, MA DSS workers, schools, therapists and other professionals.

PROFESSIONAL EXPERIENCE:

CASA of NH – Manchester, NH Program Manager, Cheshire & Sullivan Counties	2014 - Present
Southern New Hampshire Services, Inc. – Manchester, NH Director Community Health and Nutrition Services	1997 – 2014

Jaffrey-Rindge School District – Jaffrey NH Families Matter Teen Group Facilitator	1996
Area Agency for Developmental Services of Greater Nashua, Inc. Community Projects Coordinator/Development Consultant	1994 – 1996
Monadnock Developmental Services – Keene NH Assistant Parent Aide Coordinator/Parent Aide	1991 -1994
Guild of St. Agnes Day Care Services – Worcester MA Family Day Care Coordinator / Protective Services Social Worker	1984 -1991
Montachusett Opportunity Council, Inc. – Gardner, MA Child Protective Supportive Services Social Worker	1984

EDUCATION:

Worcester State College – Worcester, MA Masters – Human Services Management	1991 – 1995
Anna Maria College – Paxton, MA Bachelor’s Degree - Social Work	1979 – 1983

Reference furnished upon

Tessa Dyer

Objective

Accomplished youth development professional with a proven ability to build and manage successful programs. Dedicated, caring, and career minded individual seeking fulfilling work in which I can make a positive difference in someone's life.

Professional Experience

June 2006 - Present CASA of NH Manchester, NH

Program Manager

Recruit, Train, and Supervise volunteers who serve in the Merrimack County Area as Guardian Ad Litem for abused and neglected children whose families are involved in the Court system.

May 2000 – June 2006 Concord Boys & Girls Club Concord, NH

Unit Director

Manage daily operation of a Club with an after-school membership of 100 children ages 6-12 and 6 part-time staff. Plan and implement programs and activities for children that foster a sense of belonging, usefulness, influence, and competence. Participate in meetings between school staff, parents, and other agencies regarding the well-being of children who are clients. Manage daily operation of a summer day-camp program of 120 children and 23 staff. Compile weekly, monthly, and yearly statistical reports. Collaborate on several partnerships with other child serving agencies and schools. Assist in developing budgets for the overall program. Ensuring that operations stay within the budget.

- Increased Club membership from 40 to 100, with a daily attendance increase from approximately 20 children to 80.
- Formed a strong relationship with Even Start's ESL program, which increased the Club's participation in outreach to the refugee community in Concord.
- Collaborated with the Friends Program to match over 20 Club members with senior friends over the last two years.
- Created strong relationships with the families the Heights Unit serves

2000 Child & Family Services Manchester/Franklin, NH

Tracker

Tracking and supervision of adjudicated youth ages 11-17. Compile and present reports to juvenile probation officer regarding youth. Attend court hearings with youth and the juvenile probation officer.

1998 – 1999 Boys & Girls Club of the Nashville Area Nashville, NC

Program Director/Interim Unit Director

Manage Club operations of after-school and summer camp program. Compile weekly and monthly statistical reports. Direct involvement with daily activities for Club members

1994 – 1998 North Carolina Wesleyan College Rocky Mount, NC

Education

BA Justice Studies

Skills

Team player, self starter, energetic, mediation skills training, report writing, compassionate, Responding to Emergencies certified, CPR/AED for the Professional Rescuer, aggression awareness training, and S.O.L.V.E. certified

Additional Information

Experience working with children with challenging behaviors, quick learner, self-starter, ability to work well in high stress situations, flexible, ability to work with a diverse population

Jonelle Gaffney



Objective To obtain full time employment that would allow me the opportunity to continue to work with families and children in the social service spectrum by helping to assist in providing services to families in need.

Education **Southern New Hampshire University - Manchester, New Hampshire**
Bachelor of Arts in Psychology
Minor in Sociology, 2000-2004
Graduated Cum Laude

2002-2004: Treasurer of the National Honor Society for Psychology (PSI CHI)

Professional Experience

CASA of NH, Manchester, NH
(October 2009 to Present)
CASA Guardian Ad Litem Supervisor

- Responsible for the recruitment, training, and on-going supervision of volunteer guardian ad litem assigned to abused and neglected children in the court system.

Devereux Florida, Orlando, FL
(October 2008-September 2009)
Family Case Manager-Specialized Medical Unit

- Identified needs of and provided direct care services to families in meeting the specialized needs of medically involved or medically fragile children within the child welfare system
- Developed, implemented, and monitored family case plans and provided families with the necessary skills and motivation in order to meet the goals of the case plan to ensure child safety and well-being
- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as daycare and other referrals to community agencies for counseling and financial assistance
- Facilitated multi-disciplinary meetings to collaborate on ideas and suggestions to help families successfully meet the needs of their children
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning
- Acted as a mentor to other workers within the service center

Devereux Florida, Orlando, FL
(June 2007-October 2008) Family
Case Manager

- Provided direct care services to families where some indicators of abuse, abandonment, or neglect issues have been identified

- Developed, implement, and monitored family case plans
- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as lower cost daycare and other referrals to community agencies for counseling and financial assistance.
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning

**Key Program, Inc., Methuen, MA
(September 2006-June 2007)
Assistant Program Supervisor**

- Assisted the program supervisor in managing residential facility, including staff supervision and ensuring clients' treatment goals and needs are being met. Monitor program organization, client files, scheduling, and general program maintenance
- Utilized techniques from the Crisis Prevention and Intervention Institute to facilitate the de-escalation of clients who are in crisis
- Provided twenty-four hour on call support to residential caseworkers in ensuring clients' and staff's safety
- Utilized the Situational Leadership Model in providing formal and informal supervision to direct care staff with regards to their performance and professional development
- Facilitated client referrals, intakes, and discharge meetings

**Key Program Inc., Methuen, MA
(May 2004-September 2006)
Residential Caseworker**

- Supervised children (aged 12-18) in a residential setting on achieving their treatment plan goals, documenting their stay, managing behavioral problems, implementing consequences, and helping clients develop positive social skills and life skills
- Worked directly with families of various ethnicities and backgrounds to understand the families different needs
- CPR, First Aid, and CPI Certified
- Attended multiple trainings focusing on family works, juvenile justice, 51A reporting, common diagnosis (bi-polar, multiple personality disorder, ADHD, and schizophrenia)

Specialized Trainings and/or Certifications

- Certified Family Services Counselor (March 2008)
- Specific trainings as they relate to the following: Health and Information and Accountability Act (HIPAA), Code of Ethics, Medical Neglect, Child Abuse Prevention, Early Childhood Trauma, Domestic Violence, Supervising Visits for Sexually Abused Children, Educational Trainings, Drug Abuse, and other various trainings as they relate to the field of child welfare.

References available upon request

Professional Summary

Dedicated and compassionate professional experienced working with homeless, at risk, and special needs youth. Substantial background in supervisory and leadership positions. Knowledgeable in cross cultural sensitivity and interpersonal communication. Trained in Trauma Informed Care and Motivational Interviewing.

Experience

Court Appointed Special Advocates of New Hampshire

(603) 626-4600

Program Manager *August 2019 – Present*

- Supervises 30 – 40 volunteer CASA Guardian Ad Litem.
- Conducts interviews with potential CASA GALs.
- Facilitates monthly support groups for CASA GALs.
- Works one on one with new CASA GALs to assist in training.
- Facilitates communication between the Division of Child Youth and Families and CASA GALs.
- Speaks in court hearings on behalf of CASA GALs as needed.
- Reviews and edits court reports.
- Enters case information in CASA Manager data entry system.
- Organizes case files.

Covenant House Alaska, Anchorage, AK

(907) 272-1255

Youth Engagement Specialist Lead *October 2015 – July 2019*

- Supervised and directed shift.
- Conducted one on one supervisions and training with staff.
- Monitored youth activities and behavior.
- Intervened in crisis situations.
- Conducted intake interviews with youth.
- Wrote detailed reports of child neglect and abuse for Office of Children's Services.
- Worked with Office of Children's Services for child safety and placement.
- Facilitated family mediations, and helped families strengthen healthy communication skills.
- Mentored youth and provided emotional support.
- Worked with homeless and at-risk youth to identify barriers to stable living.
- Developed individual case plans.
- Referred youth to mental health services.
- Facilitated entry into inpatient treatment.
- Assisted youth in finding employment.
- Aided youth in completing employment certifications.
- Helped youth find and apply for housing.
- Assisted youth in school enrollment.
- Helped youth complete applications for assistance programs.

Lura Herbrecht

- Referred youth to skill building groups and helped youth develop healthy coping techniques.
- Entered and audited data in Efforts to Outcomes software.
- Wrote detailed progress notes related to youth interactions.
- Transported youth to and from Covenant House as needed.

Imagination Station Daycare and Preschool, Anchorage, AK

(907) 563-8290

Lead Teacher and Closing Supervisor *March 2013 - October 2015*

- Supervised staff and daily closing procedures.
- Provided training for new employees.
- Taught in classrooms throughout center for children ranging from 6 weeks 12 years of age.
- Worked with special needs children to develop appropriate interpersonal skills.
- Deescalated children during behavioral issues and engaged them in coping behaviors.
- Designed age appropriate curriculum, activities, and projects.
- Worked with families to create effective intervention plans for behavioral issues.
- Strengthened basic self-help skills through real world problem solving.

Providence Alaska Medical Center, Anchorage, AK

(907) 562-2211

Medical Records Technician *May 2009 - August 2012*

- Systematically analyzed electronic records for quality assurance.
- Worked with multiple departments to diagnose errors and system malfunctions.
- Worked with medical providers to ensure satisfaction of medical record requirements.
- Provided training for employees.
- Managed the front desk of the Health Information Management department.
- Received and analyzed authorizations for release of protected health information.

Education

University of Alaska Anchorage

Bachelor of Arts in Psychology with a minor in Philosophy

References

Josh Louwerson, Program Director
Covenant House Alaska (907) 272-1255

Jeni Lachance, Assistant Program Coordinator
Covenant House Alaska (907) 272-1255

De Cyril, Owner and Operator
Imagination Station Daycare and Preschool (907) 563-8290

Rebecca J. Hester

PROFESSIONAL EXPERIENCE

CASA NEW HAMPSHIRE

September 2019 to present

PROGRAM MANAGER

- Supervise approximately 35-40 volunteer advocates
- Review and approve advocate court reports and cover court appearances when necessary
- Liaison with DCYF
- Provide support, mentorship and coaching for advocates on their cases to ensure that they are fulfilling their mandated duties.

PORTSMOUTH POLICE DEPARTMENT

April 1996 to September 2019

DETECTIVE & DETECTIVE SERGEANT, Investigative Division

March 2008 to September 2019

Detective Sergeant (July 2016 through the present)

- Direct supervisor for the School Resource Officer (SRO) Program, overseeing the daily tasks for both the middle school and high school SRO.
- Coordinate with Middle School and High School staff members regarding the SRO program
- Direct supervisor for juvenile investigator responsible for assigning and reviewing all reports and investigations related to juvenile offenders and victims.
- Continue to coordinate our response with the Division of Children, Youth and Families.
- Continue to conduct investigative duties
- Responsible for conducting employee background investigations

Juvenile Prosecutor (December 2009 through the present)

- Review police reports for prosecutorial merit and determine appropriate charges.
- Initiate court process to include filing petitions and ensuring proper legal service.
- Prepare discovery and case-related subpoenas.
- Coordinate with all involved witnesses and victims.
- Negotiate plea agreements with juveniles, attorneys and families.
- Prepare for trial and represent the State as prosecutor in trial proceedings.
- Maintain communication with Juvenile Probation/Parole Officers.
- Co-founded the Portsmouth Resource Connections Team, a multi-disciplinary wrap-around team including the Division for Children Youth and Families, Juvenile Justice, Portsmouth School District, Seacoast Mental Health, Families First and the Chase Home for Children.

Investigator (June 2009 through July 2016)

- Serve as primary investigator in child abuse and neglect allegations as well as crimes ranging from burglary to death investigations.
- Certified as a trained forensic interviewer responsible for interviewing child victims and witnesses.
- Primary department liaison with the Division of Children, Youth and Families in abuse and neglect investigations.
- Interview adult victims and witnesses and interrogate adult and juvenile suspects of crimes ranging from fraud, to rape and serious assaults.
- Responsible for recognizing, locating and collecting evidence at crime scenes.
- Process evidence in a manner according to policy and best-practice to best allow for the successful identification and prosecution of a suspect.

Rebecca Hester-Resume

Liaison to Rockingham County Attorney's Office (2010 through the present)

- Assist in preparation of felony level case files for submission to the RCAO for prosecution.
- Coordinate required or requested follow-up investigation both pre- and post-submission.
- Present felony cases at Grand Jury.
- Prepare and coordinate subpoenas for service for Superior Court witnesses, both law enforcement and civilian.

School Resource Officer / Investigator (2008-2009)

- Assigned to be a police liaison for the staff, students and families of the four elementary schools.
- Implemented a teaching program for children 5-11 years old emphasizing safety skills.
- Supervised crossing guards assigned to all Portsmouth schools, including the development and implementation of a written protocol for crossing guards.

CANINE HANDLER, Patrol Division

November 2000 to March 2008

- Assigned as sole handler for K-9 Viktor, a dual-certified patrol and narcotics detection dog.
- Maintained all appropriate documentation of continual training and certifications in a court ready format.
- Responsible for directing responding officers, recognizing and utilizing additional resources and coordinating appropriate perimeters to maximize the effectiveness of the canine at a crime scene while minimizing the contamination of potential evidence.
- Regularly represented the Department in a highly visible public relations role throughout the state.
- Received numerous awards through a nationally recognized association for proficiency to include a National Certification in narcotics detection in 2006.

PATROL OFFICER, Patrol Division

April 1996 to March 2008

- Performed patrol related duties to include the preliminary investigation of serious crimes such as sexual assaults, assaults and significant property crimes.

DEPARTMENT INSTRUCTOR

- Field Training Officer from 1999 to present; those duties included the immediate supervision of assigned trainees, field instruction in tactics and policy and procedure.
- Defensive Driving instructor for the Department since 2000; those duties include developing practical as well as classroom lesson plans geared towards improving risk management in this high liability arena.

NH POLICE K-9 ACADEMY

May 2004 to March 2008

Assistant Trainer, Patrol and Narcotics Detection

- Responsible for supervising the training of canine teams from multiple agencies with handlers to include annual practical evaluations of team proficiency.
- Developed and implemented lesson plans for basic training as well as in-service teams.
- Selected by the Academy Head Trainer to fill in that position when he was absent.

SPECIALIZED TRAINING

CASA New Hampshire Permanency Training – November 2019
CASA New Hampshire TPR Training – October 2019
CASA New Hampshire Volunteer Advocate Training – October 2019

109th Police Academy – NH Police Standards and Training Council – April 1996

Supervision:

FBI-LEEDA Supervisor Leadership Institute – May 2017
First Line Supervision – May 2017

Prosecution:

Basic Police Prosecutor – December 2009

Juvenile Investigations:

Rebecca Hester-Resume

Conducting Child Abuse Investigations – March 2018
 Partnering for a Future Without Violence Conference – October 2017
 12th Annual New England School Safety Conference – April 2017
 Conducting Unexplained Child Death Investigations – February 2017
 Domestic Minor Sex Trafficking – November 2014
 Child Death and Homicide Investigations – April 2013
 24th Annual Crimes Against Children Conference (Dallas, TX) – August 2012
 Juvenile Justice – Juvenile Compliance update – November 2010
 Emerging Trends in Child Sexual Abuse – May 2009
 Child Investigative Interviewing – November 2008
 NH Attorney General's Conference on Child Abuse and Neglect – September 2008 through 2013
 Child Abuse Injury Reconstruction – September 2008
 Basic School Resource Officer – July 2008
General Investigations:
 Cold Case Homicide Investigations – June 2016
 Background Investigations – December 2015
 Investigating and Prosecuting Human Trafficking – June 2013
 NH Attorney General's Conference on Domestic Violence and Sexual Assault – June 2012
 Sex Crimes Investigation – October 2011
 NYPD Homicide Investigation Training – November 2009
 Basic Criminal Investigation – September 2009
 Death and Homicide Investigation – April 2009
 Certified Electronic Evidence Collection – January 2009
 Reid Interview and Interrogation Technique – September 2008
 Sexual Assault Investigation and Prosecution – September 2007
 Digital Photography for Law Enforcement – May 2007
Instructor Training:
 Child Victims in the Commercial Sex Industry (Train the Trainer) – April 2013
 Instructor Development – April 2001
 Defensive Driving Instructor – May 2000
 Field Training Officer – February 2000
Peer Support Training:
 Critical Incident Peer Support – October 2013
 Critical Incident Peer to Peer Training – May 2014

CURRENT CERTIFICATIONS

United States Police Canine Association Level 1 Patrol Dog Trainer
 United States Police Canine Association Narcotics Detector Dog Trainer

PROFESSIONAL AFFILIATIONS

Seacoast Community Diversion Program – Advisory Board	2017- present
Portsmouth Resource Connections Team – Founding member	2010-present
Working Dog Foundation – Lifetime Board member	
Chief Administrator 2006-2008	
Secretary 2005-2006	
United States Police Canine Association	
Member since 2000	

EDUCATION

Middlesex Community College Mass. (1995-1996)
 Criminal Justice Major
 University of Massachusetts – Amherst (1989-1993)
 Studio Art Major

Jennifer Saunders Hollinrake



SUMMARY OF QUALIFICATIONS

Knowledge of the principles and methods of social work, availability and use of community resources. Knowledge of involved psychological and environmental problems arising in connection with case work. Ability to exercise good judgement in evaluating situations and in making decisions. Ability to communicate effectively both orally and in writing. Ability to establish and maintain effective working relationships with representatives of other social agencies, institution officials, the public and clients. Ability to counsel children who are in distress, to offer guidance and solutions to their issues to help them to maintain good mental health.

PROFESSIONAL EXPERIENCE

CASA of New Hampshire, Manchester, NH

Program Manager

January 2019-present

- Duties include supervising volunteers and assisting in court report writing, assisting in recruitment of Volunteer Advocates and Peer Coordinators, assisting in interviewing and screening Volunteer Advocate applicants and Peer Coordinators, assisting in training of Volunteer Advocates and Peer Coordinators, ensuring all court case data and files are accurate and up to date, acting as a liaison to court personnel, the Division for Children, Youth, and Families, and other strategic partners.

Goffstown School District Goffstown, NH

Student Support Services/Coordinator

September 2017-2019

- Duties include processing with students who are under distress or are acting out in the classroom. Working closely with the guidance department to help counsel students with issues that come up at school or with things that have happened at home. Supporting teachers to help maintain balance in the classroom when a student becomes disruptive or combative in the classroom. Supporting administration with issues that arise with students within the building. Contacting parents to discuss issues that their children are having at school. Working with students to find better ways to manage their behaviors so that they can be productive learners.

Substitute Teacher

September 2016-June 2017

- Duties include but are not limited to assisting with classroom instruction in the absence of the lead teacher. Performing all the jobs of the regular teacher including handling lessons and ensuring that classroom supplies are plenty. To ensure that normal classroom routines are followed and discipline is maintained.

Jennifer Hollinrake-Resume

SAU 19 Goffstown, NH
Behavior Analyst Assistant
October 2015-July 2016

- Directly working under the guidance of the BCBA for the Goffstown School District. Duties include working directly with children in the district with Autism and Behavioral issues. Conducting ABA/DTT with the autism population in the district, collecting data, graphing, input of data into the database, working on case plans with the Behavior Analyst. Providing materials to all the paraprofessionals. Trained in CPI (Crisis prevention).

Care.com
Safety Analyst Waltham, MA
September 2015-October 2015

- Duties included reviewing cases, researching to make certain members on the website were safe to be on the website, conducting background checks on members, ensuring the safety and security of the members within the online community, maintaining service agreements, following escalation process and reporting system issues.

Profile Review
June 2015-August 2015

- Reviewed and evaluated the quality of members' profiles and ensured the safety and security of the content within the online community

SAU 19 Goffstown, NH
Paraprofessional
October 2014-June 2015

- Assisted students one on one in the classroom and with their studies. Assisted students during lunchtime, using the facilities, and at the nurse's office. Assisted students in art, gym, and music classes. Assisted students at the beginning of the day to undress from cold weather, and at the end of the day to dress for cold weather. Assisted students with problem solving. Helped to facilitate and maintain a safe and comfortable environment for students at all times.

Bedford Youth Performing Company Bedford, NH
Volunteer
September 2006- June 2013

- Assisted teachers and staff at the Bedford Youth Performing Company. Assisted the children with typical daily needs, reading groups, writing skills, outside activities, snack/lunch time, field trips, show performances at off-site facility, and cleaning up the classroom for the day.

Department of Children, Youth, and Families Nashua, NH
Child Protective Service Worker III
November 2001-May 2004

- Interviewed alleged victims and alleged perpetrators of abuse and neglect, prepared reports for assessment of child abuse, sexual abuse, and/or neglect referral
- Developed and recommended plans for crisis intervention to ensure protection of children
- Prepared petitions and presented evidence to court of jurisdiction to support agency assessment of abuse and neglect

Jennifer Hollinrake-Resume

- Evaluated the risk to the child (ren) to remain in the home and recommended appropriate course of action
- Located suitable alternative placement to meet a specific child's needs and to meet policy and guidelines; counseled the child(ren) and family in preparation for placement
- Testified in court to the findings of child abuse/and or neglect
- Interviewed clients and made recommendations for appropriate resources for children and families
- Transported clients and/or their families to and from visitations and various appointments
- Supervised family visits in the DCYF office

Mercury Computer Systems Chelmsford, MA
 Human Resource Assistant/Junior Recruiter
January 2000-October 2001

- Provided site specific administrative support for associates & customers at Mercury's Chelmsford office
- Coordinated arrangements for conferences, meetings, and travel plans
- Maintained and processed confidential information
- Compiled and prepared reports/presentations
- Routed resumes to specific managers

Draper Laboratories Cambridge, MA
 Administrative Staff Assistant
July 2000-December 2000

- Provided administrative support to the Director of Human Resources and Human Resources staff
- Duties included creating and tracking various reports, tables, charts, memos and other miscellaneous documents
- Tracked and maintained resume system
- Maintained records/logs, filing systems
- Arranged and coordinated meetings and travel arrangements
- Answered and screened telephone calls
- Typed purchasing requisitions and other office memorandum

EDUCATION

University of Massachusetts, Amherst
 May 2000
 Bachelor of Arts/Psychology and Sociology.

Jerry Larson



Education:

High School: North Middlesex Regional High School; Townsend, Mass.

Graduated May 1971

College: Vermont Technical College; Randolph, Vermont.

Associates Degree in Civil Engineering

Graduated May 1973

Additional college:

North Eastern University; Boston, Mass.

Night Classes in structural design

Lowell Technical College.

Classes in computer programming

Training and seminars: (a partial list)

November 2000: completed 40 hour CASA volunteer training

2003 to 2005: worked with the Green Book Project in developing a co-occurrence protocol for abuse/neglect cases that also include domestic violence.

October 2004: New Hampshire Attorney General's conference on abuse and neglect.

October 2005: World Conference on Prevention of Family Violence, Banff Albert Canada; three day conference and training

May 2006 New Hampshire Attorney General's conference on Domestic violence; two day conference and training.

Work experience:

1973 to present, structural steel detailer and project manager for various construction projects.

Nov. 2000 to October 2004, CASA volunteer, acting as GAL in abuse/neglect cases out of Belknap County. Advocated for abused/neglect children in 12 cases.

September 2004 to present, CASA Program Manager of the North Country office of CASA of New Hampshire. The office is based in Colebrook, NH. This office has supervision responsibility for CASA assigned cases in Coos, and Carroll County's.

BERNADETTE M. PLANTE

OBJECTIVE

To obtain a challenging full or part time position within the educational, childcare, or social services field that will fully utilize my diverse knowledge, education, and experience.

PROFESSIONAL PROFILE

Guardian Ad Litem, Court Appointed Special Advocate

- Excellent knowledge of Juvenile Court/Child Welfare System.
- Assisted in development of organizational policies for Guardian Ad Litem & Staff.
- Represented organization at both state and local level.
- Supervision and Training of professional development of staff.
- Member of the Senior Management Team.
- Up-to-date on current industry trends with staff recruiting and development experience.
- Proven track record for providing quality client assessment, counseling, and referrals.
- Experience in networking with local/state agencies and grant writing.
- Ability to work productively both independently or as a cooperative team member.
- Solid background in designing/implementing new behavioral and vocational programs

Parent Child Mediation, City of Nashua, NH

WORK HISTORY

CASA (COURT APPOINTED SPECIAL ADVOCATE) OF NEW HAMPSHIRE (2001 - Present)

Senior CASA Supervisor (2008-Present)

- Court Diversion Program (2007-2009)
- Supervised Staff Supervisors in Colebrook, Berlin, Plymouth, Manchester and Nashua District and Family Courts to ensure effective service delivery to abused and neglected children.
- Acted as a liaison to all North Country, Lakes Region, Manchester and Nashua local offices of the Division of Children, Young and Families (DCYF).
- Developed and provided training standards for both Staff, Volunteers and Guardian Ad Litem.
- Conducted performance evaluations of Staff.
- Valuable Professional of the Senior Management Team.

Supervisor of Guardian Ad Litem (2001-2008)

- Recruited, screened, trained and supervised CASA Guardian Ad Litem Volunteers, providing 40 hour intensive training.
- Responsible for matching case's to appropriate Volunteer (all cases are abuse and neglect petitions filed through either District or Family Court).
- Co-managed all cases with volunteer, maintaining monthly supervision data in CASA database, provided data quarterly, or as needed, to Executive Director
- Ensured all Court Reports prepared by CASA/GAL are typed, edited, reproduced and delivered with the statutory time frames to court and all relevant parties.

- Acted as a liaison to Court Personnel.

NASHUA PASTORAL CARE CENTER INC, Nashua, NH (1996 -2001)

Emergency Assistance Outreach Director (1998 - 2001)

- Continuously handled a high-risk caseload, managed Annual Grants, and prepared statistical information for the United Way.
- Assisted in résumé writing and preparation for non-skilled working population.
- Developed job opportunities for professional, skilled, and non-skilled clientele.
- Represented organization as a public speaker at public relations events and fund-raisers.
- Managed 200 volunteers and coordinated annual Christmas Program, which served over 680 families.

Case Manager (1996 - 1998)

- Managed high-risk caseload working with women in recovery from addictions.
- Co-facilitated bi-weekly support group for women to empower and assist with integration into the community.
- Co-facilitated weekly parenting group for women in recovery.
- Facilitated educational, housing, and individual plans to become non-recipients of welfare.
- Developed close working relationships with educational personnel from local colleges, the City, and Welfare Department.
- Maintained up-to-date on local and state changes pertaining to welfare reform.

BIG BROTHERS/BIG SISTERS OF GREATER NASHUA, Nashua, NH (1996 - 1997)

Case Worker

- Handled caseload of 25 families and recruited/trained volunteers.
- Assisted in major fundraising projects and writing press releases.
- Provided sexual abuse prevention training to children, parents, and volunteers.
- Interviewed and screened adults and children for program eligibility.
- Aided in providing support groups for parents and volunteers, addressing parenting issues of elementary aged children to teenagers.
- Researched potential grant possibilities and represented organization at public speaking engagements.

EDUCATION

MELTON MOWBRY COLLEGE, Leicester, England

B.S. Degree Equivalent in Social Work & Child Welfare with additional post graduate study.

CONTINUING EDUCATION

NH Attorney General's Task Force Conference on Child Abuse & Neglect
 PSNH Conference on Electric Utility Service for Low-Income Families
 Nurturing Families through Recovery, Coalition on Addiction, Pregnancy & Parenting
 Intake & Assessment; Division of Children, Youth & Families
 Working with Chronically Mentally Ill Patients, Manchester Mental Health
 Juvenile Court Process; Div of Children, Youth & Families
 Working with Sexually Abused Children; Division of Children, Youth & Families

Fetal Alcohol Syndrome, Rivier Collège, Nashua, NH
 Dynamics of Child Abuse and Neglect within the Family; Division of Children, Youth & Families
 Cultural Awareness, Rivier College, Nashua, NH
 Assessment & Case Planning, Big Brothers/Big Sisters of America
 Physical & Psychological Adolescent Changes
 Mediating Divorce, Child Parent Mediation
 Dealing with Domestic Violence
 Community Conference; Division of Children, Youth & Families

Bernadette Plante-Resume

REFERENCES ARE AVAILABLE ON REQUEST

Stephen G. Pruyne



Education

1994-1996 **M.S. in Environmental Education, Lesley College**
1983-1988 **B.A. in Mathematics, Amherst College**

Employment

2006-present **CASA Program Manager, CASA of NH**

- Supervise volunteer CASA GALs in Portsmouth and Brentwood Family Courts.
- Plan and organize monthly support groups for volunteers.
- Work as part of a training team to train new volunteers.
- Update database on all court cases.

2002-2006 **Leaders' Project Director, Dover Middle School**

- Work with teachers and administrators to plan and coordinate a wide array of after-school classes.
- Responsible to oversee US Department of Education grant.
- Plan and facilitate monthly Advisory board meetings to bring local youth organizations and school personnel together.

2000-2002 **Regional Coordinator, PlusTime NH**

- Coordinate technical assistance, training, networking meetings and grant research for out-of-school providers in Seacoast.
- Increase community awareness of the need for high quality out-of-school programs for a healthy community.
- Supervise AmeriCorps VISTA members in their role with programs.

References available on request

Shiloh Remillard



Education

Granite State College	2009-2012
Bachelor in Individualized Studies English Language Arts.	
White Mountains Community College	2004-2008
Associate in Early Childhood Education	
Certificate in Special Education	
Berlin High School	1997-2001
High School Degree	

Workshops and Training

CPR and First Aid certified	March 2016
CLASS Reliable Observer	September 2016
Teaching Strategies Gold Interrater Reliable	June 2014
Practice Based Coaching	March 2017

Early Childhood Experiences

CASA of New Hampshire Program Manager **October 2017- Current**

The Program Manager is responsible for supervising the CASA advocates and overseeing their management of the cases appointed to them. The program manager also is responsible for entering and updating data in the CASA Manager system, providing support groups and training for the advocates, partnering with the other service providers and ensuring that best practices are followed.

❖ 40 Hours per week

Tri-County Head Start Education Content Manager and Site Supervisor **April 2014-September 2017**

The Education Content Manager is responsible for the planning and administering of the Head Start Performance Standards related to education services for children and families. Services must fall in line with the program's multiple systems and must include ongoing assessment to ensure the quality of the services provided. The education manager is responsible for overseeing the education staff, managing the Teaching Strategies Gold system, analyzing the child outcomes data as well as the CLASS observation data, and organizing the development of a professional development system for the program, which includes Practice Based Coaching.

The Site Supervisor is responsible for overseeing day-to-day operations at a specific site, supervision, and training of site staff to ensure quality program services in a positive and nurturing environment.

❖ 40 Hours per week

Tri-County Head Start Center Lead Teacher**January 2011-April 2014**

A center Lead Teacher oversees day-to-day operations, to provide quality care and active supervision to all preschool children in the Head Start classroom. The teacher must ensure all Head Start performance standards are being met as well as all NH licensing rules. The teacher is responsible for creating a developmentally appropriate environment and lesson plan that follows the Creative Curriculum program. The teacher must complete ongoing quality assessments on the children in the classroom and utilize the Teaching Strategies Gold system. The teacher must also develop supportive relationships with the children and families through daily interactions and scheduled visits.

- ❖ 35 hours per week

Tri-County Head Start Associate Combo Teacher**September 2009-January 2011**

The Associate teacher is responsible for assisting the Lead teacher in all day-to-day operations and to provide quality care and active supervision to all preschool children in the Head Start classroom. The Associate teacher must help to ensure all Head Start performance standards are being met as well as all NH licensing rules. The Associate teacher is responsible for helping to create a developmentally appropriate environment and lesson plan that follows the Creative Curriculum program. The Associate teacher must assist in completing ongoing quality assessments on the children in the classroom and utilize the Teaching Strategies Gold system. The Associate teacher must also develop supportive relationships with the children and families through daily interactions and scheduled visits.

- ❖ 35 hours per week

White Mountains Childcare Center Child Care Assistant**January 2007-June 2009**

The Child Care Assistant helps to ensure that high quality care is given to all children at all times. In this multiage childcare center the majority of my time was spent with the toddlers. This included setting up the environment, planning for the day and caring out routine activities (meals, diapering, story time, rest time, center time, creative activities and outdoor activities). Occasionally days were spent assisting in the infant room and others in the preschool room if assistance was necessary.

- ❖ 30 hours per week

Activities

I am an active member in the Coos Coalition Professional Development group.

In my spare time I enjoy being outside with my family. I love kayaking, trail running, snowshoeing and gardening. I also have a passion for cooking. I enjoy trying out new recipes on my family and exploring fresh flavors.

Honors/Awards/Credential

Member of Phi Theta Kappa

Made Dean's List 09-10

References

References available upon request

Allison A. Riley

Professional Experience

Program Manager

Sept. 2019 - present

CASA of New Hampshire, Manchester, NH

- Supervise, coach, and support CASA/GAL volunteers that advocate for the best interest of children within the juvenile court system.
- Manage assignment and monitoring of CASA/GAL cases for two counties.
- Provide casework supervision for court appointed child protective cases.

Program Coordinator

2018 - 2019

Keene Senior Center, Keene, NH

- Teamed with Cheshire Medical's Center for Population Health to design and distribute the Senior Center's annual membership survey.
- Assisted Executive Director with the development of strategic initiatives designed to reach at-risk older adults who are lonely and socially isolated to improve their overall health and well-being.
- Cultivated partnerships with key community stakeholders to share resources and enhance programming.
- Assisted Executive Director with grant identification and writing.
- Served as interim Administrative Coordinator.

Program Coordinator

2015 - 2018

Monadnock RSVP Volunteer Center, Keene, NH

- Recruited, trained, placed, and managed volunteers, ages 55+, in service activities as part of the Corporation for National and Community Service's Senior Corps program. Recruited and placed 100+ new volunteers during tenure.
- Directed the America Reads literacy program comprised of 90 volunteers, 90 teachers, 16 elementary schools, and 9 early learning programs.
- Developed nine new school partnerships.
- Created RSVP's Facebook page and an America Reads E-Newsletter.
- Assisted director with grant writing and mid-year/annual reports to funders.
- Experienced user – Volunteer Reporter (volunteer management database).

Coordinator of Student and Community Relations & Interim

2011 - 2015

Assistant Director of Housing Operations

Keene State College, Keene, NH

- Chosen by VP of Student Affairs to create a first-of-its-kind Student and Community Relations coordinator position and to serve as the coordinator.

- Developed and presented tenant education programs for 800+ students per year in collaboration with a city code enforcement officer, a college liaison police officer, and the college's Director of Student Conduct.
- Created and implemented a semi-annual off-campus housing fair.
- Worked with neighborhood groups to address student/neighbor relations.
- Designed and implemented a semi-annual city/college Adopt-a-Street neighborhood trash pick-up program involving 150+ students.
- Selected to serve as the interim Assistant Director of Housing Operations by Director of Residence Life. Held a dual role for six months. Supervised two administrative assistants and assisted IT coordinator with online room selection.

Division of Student Affairs Program Assistant **2008 - 2010**
Keene State College, Keene, NH

Stay-at-Home Parent **1998 - 2008**

Associate Director of Student Life **1995 - 1997**
Carnegie Mellon University, Pittsburgh, PA

- Co-directed an 18-member Student Life Office. Supervised four professional staff members, two support staff members and a receptionist.
- Set vision and provided leadership for the areas of: First-Year Programs including Orientation, Leadership and Personal Development, Community Service, Family Programs, Academic Success, Community Standards, Publications including the Undergraduate Student Handbook, and Student Staff Payroll.
- Directed all aspects of the campus Sexual Assault Advisors group.

Coordinator of Residence Life for Administrative Services **1994 - 1995**
Carnegie Mellon University, Pittsburgh, PA

Assistant to the Dean of Student Affairs **1993 - 1994**
Carnegie Mellon University, Pittsburgh, PA

Area Coordinator for Residential Life **1991 - 1993**
Dickinson College, Carlisle, PA

Assistant Director of Housing and Residence Life **1989 - 1991**
Emerson College, Boston, MA

Education

Master of Arts, Higher Education Administration, Boston College, Chestnut Hill, MA
Bachelor of Arts, Psychology, Allegheny College, Meadville, PA

Community Involvement

Meal Server, The Community Kitchen, Keene, NH	2018 - 2019
Literacy Volunteer, Reading Buddies, Hinsdale, NH	2018 - 2019
Greater Keene Homeless Coalition, Keene, NH	2017 - 2018
Phoenix House Community Advisory Board Member, Keene, NH	2012 - 2017

Allison A. Riley

Professional Experience

Program Manager

Sept. 2019 - present

CASA of New Hampshire, Manchester, NH

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- Created and implemented a semi-annual off-campus housing fair.
- Worked with neighborhood groups to address student/neighbor relations.
- Designed and implemented a semi-annual city/college Adopt-a-Street neighborhood trash pick-up program involving 150+ students.
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Phoenix House Community Advisory Board Member, Keene, NH	2012 - 2017

Mark Rissala

PROGRAM MANAGER

Dependable and organized team player, results driven leader, managing employee compliance, hiring, onboarding and performance management. Offering twenty-five years' experience with dispute resolution, developing employees and program management through smart, strategic thinking that anticipates outcomes. Skilled at building relationships, in which employees feel comfortable voicing questions and concerns, and contributing new ideas that advance performance. Track record of leading change that drives efficiency and profitability. Implements practical practice improvements that enhance organization's overall effectiveness, harnesses the latent potential of its workers and transforms individuals into top-performers.

PROFESSIONAL EXPERIENCE

CASA of New Hampshire, Claremont/New Hampshire Program Director (Dec 2019-Current)

- Review new cases and assign appropriate volunteers taking into account their strengths, personal choices and needs of the children to ensure an effective match
- Provided supervision, assistance, and consultation for CASA volunteers to support them in advocating for society's most vulnerable population
- Review and edit Court reports of assigned CASA volunteers to ensure they are written according to Court Protocols, they are accurate and convincing
- Assist and collaborate with CASA staff and volunteers to promote CASA in the community and increase numbers of volunteers and supporters

The Orion House, Inc., Newport/New Hampshire Program Director (Jan-July 2019)

- Provided stability to a residential program for adolescent males that had become chaotic and counterproductive, progressing from three Critical Incident Reports daily to an occasional report monthly
- Initiated a process to transform the program into a Trauma Informed Treatment Center to align with changes in group care funding relative to the Family First Prevention Act
- Recreated the behavior management system balancing accountability and treatment, increased dialogue and administered behavior modification with conditioning and replacement techniques, as well as interventions that enhanced learning
- By way of the New Hampshire Child Welfare Education Partnership, brought innovative training to the program such as Trust Based Relational Intervention (TBRI), an evidence based, trauma informed, attachment centered training
- Revised the Job Description of the Educational Coordinator to allow for the flow of information about Residents' attendance at classes, academic progress and completion of assignments to address needs in real time resulting in Residents scoring average and above
- Developed procedures for Residential Supervisors to streamline their duties, provided coaching and support, and maintained a presence in the program

Department of Health and Human Services Claremont/New Hampshire

Supervisor, Program Management, Field Worker (1999 – 2017)

- Provided leadership to multiple dynamic teams while leading new practice initiatives in support of the strategic goals of the organization
- Reviewed all incoming applications and resumes, interviewed and selected applicants, and integrated new employees into the organization
- Trained and supervised direct reports to become efficient, effective and emotionally secure completing assignments during times of turnover, increased initiatives and general work overload
- Championed practice enhancement, utilizing Lean Six Sigma, and team skill development in district office with accomplishments utilized by other district offices
- Developed and strategically moved direct reports to essential positions including promotion to a supervisor
- Conducted abuse and neglect investigations, evaluated information, highlighting ambivalence between behavior and personal desires to restore balance to families
- Worked together with CASA workers to improve outcomes for children

EDUCATION/ PROFESSIONAL DEVELOPMENT/AFFILIATIONS

M.S. DEGREE, MANAGEMENT
ANTIOCH NEW ENGLAND GRADUATE SCHOOL
KEENE/NEW HAMPSHIRE

B.S. DEGREE, HUMAN SERVICES
SPRINGFIELD COLLEGE
MANCHESTER/NEW HAMPSHIRE

Mark Rissala

PROGRAM MANAGER

Dependable and organized team player, results driven leader, managing employee compliance, hiring, onboarding and performance management. Offering twenty-five years' experience with dispute resolution, developing employees and program management through smart, strategic thinking that anticipates outcomes. Skilled at building relationships, in which employees feel comfortable voicing questions and concerns, and contributing new ideas that advance performance. Track record of leading change that drives efficiency and profitability. Implements practical practice improvements that enhance organization's overall effectiveness, harnesses the latent potential of its workers and transforms individuals into top-performers.

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KEENE/NEW HAMPSHIRE

B.S. DEGREE, HUMAN SERVICES
SPRINGFIELD COLLEGE
MANCHESTER/NEW HAMPSHIRE

JENNY A. SHEEHAN



PROFESSIONAL EXPERIENCE

August 2001 - Present *C.A.S.A of NH, Guardian ad Litem Program Manager,
Dover, New Hampshire*

Supervise forty Court-appointed Guardians ad Litem from the Rochester, Dover and Ossipee District Courts in cases of child abuse/neglect. Responsible for volunteer recruitment and training, public speaking for the agency, and supervision of all volunteer Guardians ad Litem.

2000 - 2001 *Director, Seacoast Child Advocacy Center, Portsmouth,
New Hampshire*

Director of a countywide program specializing in the forensic interviews of abused/neglected children. Designed, implemented and oversaw facility and policies. Helped to organize countywide team including prosecution, law enforcement, D.C.Y.F., medical, therapists and other child advocates. Spoke to numerous area agencies, conducted fundraising activities, and wrote grant to sustain budget.

1995 - 2000 *Director, Victim Advocate Program,
Rockingham County Attorney's Office, Brentwood, N.H.*

Supportive liaison between victims of crime (and their families) and prosecutor, beginning with pre-indictment interviews. Interview victim for police, if necessary, and prepare for trial. Advocate for victim's input in all phases of criminal justice system, accompany victim through depositions, and court testimony and sentence/parole hearings. Address local groups, law enforcement via training and public forums.

1991 - 1995

***Child Protective Worker, N.H. Division for
Children, Youth and Families, Portsmouth, N.H.***

Investigated/assessed reports of sexual, physical and emotional abuse/neglect and violence. Interviewed victim(s), and perpetrator to evaluate risk to victim. Collected and documented evidence to support petition to court, and testified at all court hearings. Conducted hundreds of children, sibling, and family interviews. Located placements for children in alternative home or childcare facility if necessary. Worked closely with N.H. State Police, local police, therapists, schools, pediatricians and prosecutors.

1987-1989

***Finance Staff, Dukakis for President
Campaign, Chauncy Street, Boston, Mass.***

During primary and presidential campaign, traveled throughout the U.S. raising money and organizing high-dollar fundraising events for the Dukakis for President campaign.

1983 - 1987

***Coordinator, N. Y.S. Division for Youth,
Try on School for Boys, Johnstown, N. Y.***

Supervised staff of thirty employees in secure rehabilitative setting for repeat juvenile male offenders, ages 12-18. Managed a cottage of forty at-risk youths, conducted daily group counseling, prepared reports to Courts and advocated for youths at all Court hearings. Provided ongoing training of staff and conducted periodic staff performance evaluations.

1978 - 1983

***Juvenile Parole Officer,
N.Y.S. Division for Youth, Glens Falls, N.Y.***

Supervised aftercare/parole of fifty court-placed youths ages 12-19. Designed and enforced parole program for each, encompassing all educational, employment, counseling, health and legal requirements. Assessed youth's adjustment to family/community; revoked parole if necessary. Sought, evaluated and licensed foster homes as temporary or permanent placements.

EDUCATION

Skidmore College, Saratoga Springs, N.Y.
B.A., Sociology, Social Work. Cum Laude

References available upon request

JENNY A. SHEEHAN



PROFESSIONAL EXPERIENCE

August 2001 - Present *C.A.S.A of NH, Guardian ad Litem Program Manager,
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EDUCATION

Skidmore College, Saratoga Springs, N.Y.
B.A., Sociology, Social Work. Cum Laude

References available upon request



JESSICA STOREY

OBJECTIVE Engaging volunteers in meaningful opportunities to enhance their communities.

- SKILLS & ABILITIES**
- Proven leader managing volunteers in the child protection system challenged by substance abuse mental health crisis.
 - Recruiting, training, supervising, coaching, and constructively evaluating volunteers to ensure their capability and confidence and to uphold the organization's high standards for quality.
 - Extensive writing experience, ranging from fun local news stories and in-depth looks at policy to legal briefs.
 - Comfortable communicating and collaborating with an array of people who have different interests and needs.
 - Familiar with Microsoft Word, Excel, CASA Manager database, GoTo Meeting, Zoom and Survey Monkey.

EXPERIENCE PERMANENCY SPECIALIST, CASA OF NH

July 2018 to the present.

As part of the legal team, I oversee the TPR (termination of parental rights) portion of on-going CASA cases. I work closely with individual CASA GALs as they write the reports making their final recommendation whether to terminate the rights of their CASA child's parent and I'm available to answer procedural questions about the TPR process they may have.

PROGRAM MANAGER, CASA OF NH

August 2011 into July 2018.

I supervised approximately 45 exceptional people who volunteer to advocate as guardians *ad litem* for children who are the subject of abuse or neglect petitions in Grafton and Belknap counties.

- I provided training to in-coming CASA volunteers and on-going education for existing CASAs.
- I coached CASAs drafting court reports, preparing to speak in court, and debriefing about what transpired after court.
- I discussed how to negotiate with DCYF workers, parents, et al, process visits they have had with their CASA children & youth and strategize regarding interactions

with all others involved.

- I am an engaging trainer and thoughtful sounding board for challenging situations.

ATTORNEY, ORR & RENO

2005-2008.

I participated in the general practice law firm of Orr & Reno in Concord, NH as an associate attorney after interning in the summer of 2004. I handled many types of cases and specialized in regulatory work, such as zoning, health care regulation and environmental regulation.

REPORTER, CASHMERE VALLEY NEWS

2000-2002.

I began as a sports writer for a small town paper when I lived in Washington state. The paper was associated with two other small town papers, and I became a principal writer of material for all three papers.

WHOLESALE SALES MANAGER, CANOE IMPORTS

1997-1999.

I sold canoes and kayaks at a popular store near Burlington, VT. While I always helped with retail sales, I came to manage the significant wholesale business to camps and institutions.

EFL TEACHER, KHON KAEN UNIVERSITY

1995-1996.

I taught English to university students in Thailand for two semesters after I graduated from Princeton University.

EDUCATION **LITTLETON HIGH SCHOOL – LITTLETON, NH – HIGH SCHOOL DIPLOMA**

Graduated salutatorian in 1991.

PRINCETON UNIVERSITY – PRINCETON, NJ – B.A.

Graduated in 1995. Philosophy major, Linguistics certificate.

BOSTON UNIVERSITY SCHOOL OF LAW – BOSTON, MA – J.D.

Graduated cum laude in 2005.

REFERENCES

Available upon request.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

FINANCIAL STATEMENTS

JUNE 30, 2019

TABLE OF CONTENTS

Independent auditor's report	1
Statement of financial position	3
Statement of activities and changes in net assets	4
Statement of functional expenses	6
Statement of cash flows	7
Notes to financial statements	8



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
Court Appointed Special Advocates of New Hampshire, Inc.
Manchester, New Hampshire

We have audited the accompanying financial statements of Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") (a nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, 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 CASA'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
Court Appointed Special Advocates of New Hampshire, Inc.

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 CASA as of June 30, 2019 and 2018, 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.

Emphasis of Matter

As discussed in Note 2 to the financial statements, as of and for the years ended June 30, 2019 and 2018, CASA adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Hessman & Paul PC

November 4, 2019

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FINANCIAL POSITION

As of June 30, 2019
(with comparative totals for 2018)

	ASSETS			
	Without Donor Restrictions	With Donor Restrictions	2019	2018
Assets				
Cash	\$ 894,161	\$ 3,588	\$ 897,749	\$ 948,657
Endowment investments in cash	-	50,548	50,548	22,872
Endowment investments	-	681,576	681,576	622,104
Sponsorship receivable	7,556	-	7,556	-
Grants receivable	161,966	-	161,966	27,227
Prepaid expenses	-	-	-	1,852
Property and equipment, net	1,063,230	-	1,063,230	1,112,442
Total assets	<u>\$ 2,126,913</u>	<u>\$ 735,712</u>	<u>\$ 2,862,625</u>	<u>\$ 2,735,154</u>

LIABILITIES AND NET ASSETS

Liabilities				
Accounts payable	\$ 49,394	\$ -	\$ 49,394	\$ 55,716
Accrued expenses	112,696	-	112,696	89,409
Total liabilities	<u>162,090</u>	<u>-</u>	<u>162,090</u>	<u>145,125</u>
Commitments (see Notes)				
Net assets				
Without donor restrictions	1,964,823	-	1,964,823	1,877,957
With donor restrictions	-	735,712	735,712	712,072
Total net assets	<u>1,964,823</u>	<u>735,712</u>	<u>2,700,535</u>	<u>2,590,029</u>
Total liabilities and net assets	<u>\$ 2,126,913</u>	<u>\$ 735,712</u>	<u>\$ 2,862,625</u>	<u>\$ 2,735,154</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2019

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>2019</u>
Public support			
Contributions	\$ 344,016	\$ 42,023	\$ 386,039
Government grants	1,340,946	-	1,340,946
Fundraising events (net of costs \$128,851)	534,470	-	534,470
Private grants	247,784	2,000	249,784
Other income	25,034	-	25,034
In-kind donations	20,194	-	20,194
	<u>2,512,444</u>	<u>44,023</u>	<u>2,556,467</u>
Investment income, net of fees of \$6,062	<u>5,300</u>	<u>44,135</u>	<u>49,435</u>
Total public support and investment income	2,517,744	88,158	2,605,902
Net assets released from restrictions			
For satisfaction of program restrictions	<u>64,518</u>	<u>(64,518)</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>2,582,262</u>	<u>23,640</u>	<u>2,605,902</u>
Expenses			
Program services	2,037,990	-	2,037,990
Supporting activities			
Management and general	180,666	-	180,666
Fundraising	276,740	-	276,740
Total expenses	<u>2,495,396</u>	<u>-</u>	<u>2,495,396</u>
Increase in net assets	86,866	23,640	110,506
Net assets, beginning of year	<u>1,877,957</u>	<u>712,072</u>	<u>2,590,029</u>
Net assets, end of year	<u>\$ 1,964,823</u>	<u>\$ 735,712</u>	<u>\$ 2,700,535</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018</u>
Public support			
Contributions	\$ 427,578	\$ 42,316	\$ 469,894
Government grants	1,258,305	-	1,258,305
Fundraising events (net of costs \$84,814)	555,189	-	555,189
Private grants	229,373	90,000	319,373
Other income	21,534	-	21,534
In-kind donations	11,275	-	11,275
Total public support	<u>2,503,254</u>	<u>132,316</u>	<u>2,635,570</u>
Investment income, net of fees of \$5,071	<u>51</u>	<u>25,661</u>	<u>25,712</u>
Total public support and investment income	2,503,305	157,977	2,661,282
Net assets released from restrictions			
For satisfaction of program restrictions	<u>27,766</u>	<u>(27,766)</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>2,531,071</u>	<u>130,211</u>	<u>2,661,282</u>
Expenses			
Program services	1,876,133	-	1,876,133
Supporting activities			
Management and general	162,124	-	162,124
Fundraising	<u>213,459</u>	<u>-</u>	<u>213,459</u>
Total expenses	<u>2,251,716</u>	<u>-</u>	<u>2,251,716</u>
Increase in net assets	279,355	130,211	409,566
Net assets, beginning of year	<u>1,598,602</u>	<u>581,861</u>	<u>2,180,463</u>
Net assets, end of year	<u>\$ 1,877,957</u>	<u>\$ 712,072</u>	<u>\$ 2,590,029</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2019
(with comparative totals for 2018)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2019</u>	<u>2018</u>
Payroll					
Salaries and wages	\$ 1,368,151	\$ 121,286	\$ 185,782	\$ 1,675,219	\$ 1,405,338
Payroll taxes	101,961	9,039	13,845	124,845	105,572
Total payroll	1,470,112	130,325	199,627	1,800,064	1,510,910
Other					
Insurance	162,644	14,418	22,086	199,148	149,897
Professional fees and contract labor	76,941	6,821	10,448	94,210	45,769
Office expense	50,105	4,442	6,804	61,351	71,285
Travel	46,589	4,130	6,326	57,045	69,510
Service contracts	40,459	3,587	5,494	49,540	48,082
Depreciation	40,191	3,563	5,458	49,212	54,909
Rent	39,721	3,521	5,394	48,636	28,501
Telephone	16,238	1,439	2,205	19,882	20,647
Bank fees	16,156	1,432	2,194	19,782	11,909
Training	15,479	1,372	2,102	18,953	101,199
Postage	13,396	1,188	1,819	16,403	14,427
Repairs and maintenance	11,180	991	1,518	13,689	50,690
Dues, memberships and subscriptions	11,092	983	1,506	13,581	13,605
Utilities	8,890	788	1,207	10,885	11,114
Printing	7,136	633	969	8,738	7,631
Conferences and meetings	4,426	392	601	5,419	6,745
Meals and entertainment	4,008	355	544	4,907	12,038
Gifts and promotions	1,871	166	254	2,291	22,397
Advertising	1,356	120	184	1,660	451
Total other	567,878	50,341	77,113	695,332	740,806
Total expenses	\$ 2,037,990	\$ 180,666	\$ 276,740	\$ 2,495,396	\$ 2,251,716

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2019
(with comparative totals for 2018)

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 110,506	\$ 409,566
Adjustments to reconcile change in net assets to cash provided by operating activities		
Depreciation	49,212	54,909
Net realized and unrealized (gain) on investments	(22,121)	(6,394)
(Increase) decrease in sponsorships receivable	(7,556)	6,500
(Increase) decrease in grants receivable	(134,739)	21,528
Decrease in pledges receivable	-	1,000
Contributions restricted for long-term investment	(42,023)	(42,317)
Decrease in prepaid expenses	1,852	6,143
Increase in accounts payable and accrued expenses	16,965	6,222
Net cash (used in) provided by operating activities	<u>(27,904)</u>	<u>457,157</u>
Cash flows from investing activities		
(Increase) decrease in endowment investments in cash	(68,278)	4,045
Proceeds from sale of investments	347,744	184,108
Purchase of investments	(344,493)	(250,736)
Purchase of property and equipment	-	(26,441)
Net cash used in investing activities	<u>(65,027)</u>	<u>(89,024)</u>
Cash flows from financing activities		
Contributions restricted for long-term investment	42,023	42,317
Net (decrease) increase in cash and cash equivalents	(50,908)	410,450
Cash and cash equivalents, beginning of year	<u>948,657</u>	<u>538,207</u>
Cash and cash equivalents, end of year	<u>\$ 897,749</u>	<u>\$ 948,657</u>

See notes to financial statements.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") is a non-stock, non-profit corporation organized in New Hampshire. CASA's primary service is training volunteers in New Hampshire to advocate for abused and neglected children in the court system. The major source of revenue is government grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies

CASA 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 CASA are described subsequently to enhance the usefulness and understandability of the financial statements.

Comparative financial information

The financial statements of CASA include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with CASA's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Use of estimates and assumptions

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Accordingly, actual results may differ from estimated amounts.

Cash equivalents

For purposes of reporting cash flows, CASA considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. There are no cash equivalents at June 30, 2019.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net assets

The financial statements report net assets and changes in net assets that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net assets without donor restrictions – Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of CASA, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net assets with donor restrictions – Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; CASA must continue to use the resources in accordance with the donor's restrictions.

Investments

CASA carries investments in marketable securities with readily determinable fair values based upon quoted market prices. Unrealized and realized gains and losses are included in the accompanying statement of activities and changes in net assets with investment income. Purchased and gifted securities are recorded at fair value on the date of the acquisition or gift date, net of any brokerage fees. CASA's investments do not have a significant concentration of credit risk within any industry, geographic location or specific location.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Sponsorships receivable

Sponsorships receivable consist of amounts billed to event sponsors for events that have already occurred, but for which amounts have not yet been paid. CASA establishes its allowance for uncollectible accounts based on prior collection experience. It is CASA's policy to charge-off uncollectible accounts receivable when management determines the receivable will not be collected. Management does consider a variety of factors, including risk characteristics of the selected accounts, number of days outstanding and current economic conditions.

Property and equipment

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

The provision for depreciation is made using the straight-line method by annual charges calculated to absorb the costs over the following estimated useful lives:

Buildings and improvements	39 years
Furniture, equipment and software	3-5 years

Contributions and grants

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Contributions restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. When a restriction expires, donor restricted net assets are reclassified to net assets without donor restrictions.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Donated goods and services

A significant portion of CASA's functions are conducted by unpaid officers, board members and volunteers. The value of this contributed time is not reflected in the accompanying financial statements since it does not meet the criteria necessary for recognition under U.S. GAAP. Donated materials and equipment are reflected as in-kind donations at their estimated fair value at the date of receipt.

Functional allocation of expenses

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

Advertising costs

CASA charges advertising costs to operating expenses as incurred.

Income taxes

CASA is a not-for-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as other than a private foundation. However, certain unrelated business income is subject to federal taxation. For the year ended June 30, 2019, there was no liability for tax on unrelated business income. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements.

CASA is no longer subject to income tax examinations by U.S. Federal or State tax authorities for tax years before 2015.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Change in accounting principles

CASA implemented FASB ASU No. 2016-14 in the current year, applying the changes retrospectively. The new standards change the following aspects of the financial statements:

- The unrestricted net asset class has been renamed net assets without donor restrictions.
- The temporarily restricted and permanently restricted net assets have been combined into a single net asset class called net assets with donor restrictions.
- The financial statements include a disclosure about liquidity and availability of resources (Note 3).

The changes had the following effect on net assets at July 1, 2018:

<u>Net asset class</u>	<u>As originally presented</u>	<u>After adoption of ASU 2016-14</u>
Unrestricted net assets	\$ 1,877,957	
Temporarily restricted net assets	186,587	
Permanently restricted net assets	525,485	
Net assets without donor restrictions		\$ 1,877,957
Net assets with donor restrictions		<u>712,072</u>
Total net assets	<u>\$ 2,590,029</u>	<u>\$ 2,590,029</u>

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 3. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use within one year of June 30, 2019 are:

Financial assets:

Cash	\$ 897,749
Endowment investments in cash	41,742
Endowment investments	690,382
Sponsorship receivable	7,556
Grants receivable	<u>161,966</u>
Total financial assets	1,799,395

Less financial assets held to meet donor-imposed restrictions:

Purpose-restricted net assets	(4,717)
Donor-restricted endowment funds	<u>(732,124)</u>

Amount available for general expenditures within one year \$ 1,062,554

CASA's endowment funds consist of donor-restricted endowments. Income from donor-restricted endowments is available for general use and could be made available if necessary. Donor-restricted endowment funds are not available for general expenditure.

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT

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 CASA'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 CASA 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: Quoted prices (unadjusted) for identical assets or liabilities in active markets that CASA has the ability to access as of the measurement date.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT (continued)

Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect CASA's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

Investments measured at fair value at June 30 are summarized below:

June 30, 2019	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 50,548	\$ 50,548	\$ -	\$ -
US equities	304,988	304,988	-	-
International equities	50,710	50,710	-	-
Fixed income	312,814	-	312,814	-
Other investments	<u>13,064</u>	<u>13,064</u>	-	-
Total investments	<u>\$ 732,124</u>	<u>\$ 419,310</u>	<u>\$ 312,814</u>	<u>\$ -</u>
June 30, 2018	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 22,872	\$ 22,872	\$ -	\$ -
US equities	258,744	258,744	-	-
International equities	51,405	51,405	-	-
Fixed income	266,802	-	266,802	-
Other investments	<u>45,153</u>	<u>45,153</u>	-	-
Total investments	<u>\$ 644,976</u>	<u>\$ 378,174</u>	<u>\$ 266,802</u>	<u>\$ -</u>

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT (concluded)

Fair values for investments are determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of contributions receivable is estimated at net realizable value. The fair value of Level 2 investments has been measured using quoted market prices of similar assets and the fair value market approach.

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. CASA's significant financial instruments are cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Investment return is summarized as follows at June 30:

	<u>2019</u>	<u>2018</u>
Net investment income	\$ 22,014	\$ 19,267
Net unrealized gain (loss)	23,914	(9,547)
Net realized (loss) gain	<u>(1,793)</u>	<u>15,941</u>
	<u>\$ 44,135</u>	<u>\$ 25,661</u>

Note 5. PROPERTY AND EQUIPMENT

Property and equipment are stated at cost and were as follows at June 30:

	<u>2019</u>	<u>2018</u>
Buildings and improvements	\$ 1,394,343	\$ 1,394,343
Furniture, equipment and software	<u>176,094</u>	<u>176,094</u>
	1,570,437	1,570,437
Less accumulated depreciation	<u>507,207</u>	<u>457,995</u>
Property and equipment, net	<u>\$ 1,063,230</u>	<u>\$ 1,112,442</u>

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 6. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes or periods at June 30:

	<u>2019</u>	<u>2018</u>
Portion of perpetual endowment funds subject to time restriction under the Uniform Prudent Management of Institutional Funds Act (UPMIFA)	\$ 163,487	\$ 119,352
Program manager position	-	37,500
Feasibility study	-	15,000
Claremont office support	-	11,673
Gift cards	2,000	-
Generator	2,717	3,062
Endowment restricted in perpetuity	<u>567,508</u>	<u>525,485</u>
Total	<u>\$ 735,712</u>	<u>\$ 712,072</u>

Note 7. ENDOWMENT FUNDS AND NET ASSETS

CASA adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations in accordance with U.S. GAAP. U.S. GAAP provides guidance on the net asset classification of donor-restricted endowment funds for a non-profit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). U.S. GAAP also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds), whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. CASA adopted these provisions for the year ended June 30, 2009.

CASA's endowment is comprised of five named funds and includes donor-restricted endowment funds. As required by GAAP, net assets associated with endowment funds, including any funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 7. ENDOWMENT FUNDS AND NET ASSETS (continued)

The Board of Directors of CASA has interpreted UPMIFA as allowing CASA to appropriate for expenditure or accumulate so much of an endowment fund as CASA determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

The original gift is defined by CASA as (a) the original value of gifts donated to the donor-restricted endowment, (b) the original value of any subsequent gifts to donor-restricted endowment, and (c) accumulations to donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

Investment Return Objectives, Risk Parameters and Strategies

CASA has adopted an investment policy, approved by the Board of Directors, to create a balanced portfolio among several asset classes managing moderate levels of return with moderate levels of risk, while exceeding long-term inflation. Given CASA has no immediate intention of appropriating any assets for expenditure, there is currently no spending policy in place for the year ended June 30, 2019. However, management is currently in the process of establishing a spending policy that will be in accordance with UPMIFA. During this process, CASA will consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of CASA and (7) the investment policies of CASA.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 7. ENDOWMENT FUNDS AND NET ASSETS (continued)

Endowment net assets composition by type of fund were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
June 30, 2019			
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u>732,124</u>	\$ <u>732,124</u>

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
June 30, 2018			
Donor-restricted endowment funds	\$ <u> -</u>	\$ <u>644,976</u>	\$ <u>644,976</u>

Endowment net assets were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
June 30, 2019			
Investments, beginning of year	\$ <u> -</u>	\$ <u>644,976</u>	\$ <u>644,976</u>
Net investment income	-	22,014	22,014
Unrealized gain	-	23,914	23,914
Realized (loss)	<u> -</u>	<u>(1,793)</u>	<u>(1,793)</u>
Total investment return	-	44,135	44,135
Contributions	<u> -</u>	<u>43,013</u>	<u>43,013</u>
Investments, end of year	\$ <u> -</u>	\$ <u>732,124</u>	\$ <u>732,124</u>

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 7. ENDOWMENT FUNDS AND NET ASSETS (concluded)

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
June 30, 2018			
Investments, beginning of year	\$ -	\$ 576,999	\$ 576,999
Net investment income	-	19,267	19,267
Unrealized (loss)	-	(9,547)	(9,547)
Realized gain	<u>-</u>	<u>15,941</u>	<u>15,941</u>
Total investment return	-	25,661	25,661
Contributions	-	43,316	43,316
Other changes	<u>-</u>	<u>(1,000)</u>	<u>(1,000)</u>
Investments, end of year	<u>\$ -</u>	<u>\$ 644,976</u>	<u>\$ 644,976</u>

In a prior year, CASA created a donor-restricted endowment fund named in memory of one of CASA's strongest supporters, Mr. John Zahr. While the endowment principal will be permanently invested, the income from the endowment may be used to support the general operations of CASA, unless otherwise stated by the donor. Through the donor-restricted endowment fund, donors who feel compelled to leave a legacy gift or otherwise invest in CASA's future will now have that opportunity.

Note 8. CONCENTRATION OF CREDIT RISK

CASA maintains its cash at various institutions insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor at each financial institution. At June 30, 2019, CASA's uninsured cash balance at one financial institution totaled \$387,366.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.**

NOTES TO FINANCIAL STATEMENTS

Note 9. OPERATING LEASE COMMITMENTS

CASA has operating lease agreements for various office spaces in Laconia, Dover Claremont, Berlin and Keene, New Hampshire. These lease agreements require monthly rental payments ranging from approximately \$400 to \$1,000 and expire between August 2019 and April 2023.

There is currently no rent requirement other than utilities for CASA's Colebrook office. There was no rent requirement for CASA's Berlin office through December 2018. The estimated fair values of the monthly rental for these spaces are \$7,800 and \$3,300, respectively.

Minimum future commitments under non-cancelable operating leases are as follows:

<u>Year ending June 30,</u>	<u>Amount</u>
2020	\$ 30,278
2021	12,000
2022	12,000
2023	<u>10,000</u>
Total	<u>\$ 64,278</u>

For the years ended June 30, 2019 and 2018, rent expense was \$48,636 and \$28,501, respectively.

Note 10. RETIREMENT PLAN

CASA has a defined contribution plan covering all eligible employees. CASA makes no contributions to the plan, but employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code.

Note 11. SUBSEQUENT EVENTS

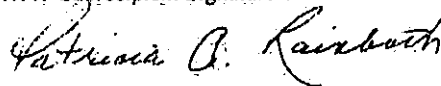

CASA has evaluated subsequent events through November 4, 2019, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2019.

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 Street, Concord, NH 03301	
1.3. Subrecipient Name VICTIMS, INC., THE JOAN ELLIS VICTIM ASSISTANCE NETWORK		1.4. Subrecipient Address 23 Highland Street, East Rochester, NH 03868	
1.5 Subrecipient Phone # (603) 332-5437	1.6. Account Number 02-20-20-201510-5021-0 72-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 170,000
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Patricia A. Rainboth EXECUTIVE DIRECTOR	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____ on _____, 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			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance, and Execution) (if G & C approval required) By: Takhmina Rakhmatova Assistant Attorney General, On: 04/19/2020			
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 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.**
- 6.1. 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

Par
3/25/20

- 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.

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EXHIBIT A

-SCOPE OF SERVICES-

1. VICTIMS, INC., THE JOAN ELLIS VICTIM ASSISTANCE NETWORK as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for victims of crime under the Victims of Crime Act Grant (CFDA 16.575) to include expenses for personnel, benefits, supplies, and other costs vital to the operation of the program.
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 15th 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 three (3) years after the close of the federal grant.
4. Subrecipient shall be required to submit an annual grant 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
603-271-7820 or Tanya.pitman@doj.nh.gov

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EXHIBIT B

-METHOD 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 \$85,000 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$85,000 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

Subrecipient Initials

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Date

3/26/20

EXHIBIT C

-SPECIAL PROVISIONS-

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

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Date 3/27/20

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

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3/27/20

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

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3/27/20

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

Subrecipient Initials Par
Date 3/27/20

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

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3/27/20

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

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3/27/20

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

Subrecipient Initials

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3/27/20

EXHIBIT C

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>.

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

no Subrecipient 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.

- a. In accepting this award, the recipient—
 - i. 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
 - ii. 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.
- b. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

Subrecipient Initials

Date

3/27/20

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

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EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The subrecipient 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.

29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

Subrecipient Initials Par
Date 4/1/20

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: http://ojp.gov/about/ocr/faq_eeop.htm

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document:

Patricia A. Rainboth Executive Director

Name and Title of Authorized Representative

Patricia A. Rainboth April 1, 2020

Signature

Date

Victims, Inc., 107 Highland Street, E. Rochester, NH 03868

Name and Address of Agency P.O. Box 455, Rochester, NH 03866-0455

Subrecipient Initials lar
Date 4/1/20

EXHIBIT D

EEOP Reporting

I, Patricia A. Rainboth [responsible official], certify that
Victims, Inc. [recipient] has completed the EEO reporting tool
certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 4/2/20 [Date]

And that Patricia A. Rainboth [responsible official] has completed the
EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

4/2/20 [date]

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

Signature: Patricia A. Rainboth

Date: 4/2/20

EXHIBIT E

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 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 Executive DIRECTOR (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Executive DIRECTOR (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: Patricia A. Reinboth, Executive DIRECTOR

Signature: Patricia A. Reinboth

Subrecipient Initials

PAR

Date

4/2/20

EXHIBIT F

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.

I. 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

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4/1/20

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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



4/1/20

EXHIBIT F

Applicants, to OJP at Ojpccompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

Subrecipient Initials *Pa*
Date 4/1/26

EXHIBIT F

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.

Patricia A. Rainboth

Name and Title of Head of Agency

Patricia A. Rainboth

Signature

4/1/20

Date

Victims, Inc., P.O. Box 455- 107 Highland Street, Rochester, NY

Name and Address of Agency Rochester

03868

03866-0455

Subrecipient Initials

PAR

Date

4/1/20

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
G.P.O. BOX 1680
BROOKLYN, NY 11202

DEPARTMENT OF THE TREASURY

Date: APR 21 1992

VICTIMS INC THE JOAN ILLIS VICTIM
ASSISTANCE NETWORK
C/O PATRICIA A RAINBOTH
PO BOX 455
ROCHESTER, NH 03867

Employer Identification Number:
22-3152490
Contact Person: _____
FRED HYMOWITZ
Contact Telephone Number:
(713) 780-6114

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
October 29, 1991
Advance Ruling Period Ends:
December 31, 1995
Addendum Applies:
NO

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045(DO/CG)

JOB DESCRIPTION – EXECUTIVE DIRECTOR/VICTIM ADVOCATE

VICTIMS, INC.

The Executive Director is the Chief Executive Officer of Victims, Inc.. The Executive Director reports to the Board of Directors and is responsible for the organization's consistent achievement of its mission, financial objectives, program development and administration.

Assure that the organization has a long range strategy and achieves its mission.

Provide leadership in developing programs.

Promote active and broad participation of volunteers in all areas of the organization's work.

Maintain official records and documents, and ensure compliance with federal, state and local regulations.

Maintain a working knowledge of significant developments and trends in the field.

See that the Board is kept fully informed of the condition of the organization and important factors influencing it.

Publicize the activities of the organization, its programs and goals.

Establish sound working relationships and cooperative arrangements with community groups and organizations.

Represent the programs and points of view of the organization to agencies, organizations and the general public.

Encourage staff and volunteer development and education.

Be responsible for developing and maintaining sound financial practices.

Work with staff and the Board to prepare a budget and see that the organization operates within budget guidelines.

Ensure that adequate funds are available to permit the organization to carry out its work.

Train Trauma Intervention and Criminal Justice Volunteers.

Reach out to surviving family members of fatal and serious injury crashes in New Hampshire. Inform them of and accompany them to motor vehicle, court and parole hearings.

Assist victims of non-relationship assaults, elder abuse, arsons, home invasions, robberies, crashes, etc. through trauma and court related activities.

Make referrals and inform victims of resources available, like Victims Compensation.

Co-ordinate efforts with police, prosecutors and other victim advocates.

Inform and encourage victims to participate in the Victims' Memorial Quilt and Victims' Rights Week activities.

Maintain grief support groups for adults and children.

**JOB DESCRIPTION – OFFICE MANAGER/VICTIM ADVOCATE
VICTIMS, INC.**

- Assign and monitor clerical responsibilities among office volunteers.
- Recruit, select and train office volunteers. Recruit and Interview trauma volunteers.
- Ensure filing systems are maintained and current.
- Ensure confidentiality of data.
- Prepare reports and schedules for office and trauma volunteers.
- Co-ordinate appointments.
- Monitor and maintain office supplies inventory.
- Handle inquiries and complaints.
- Assign, co-ordinate and monitor volunteers for fund raising activities.
- Communicate regularly with victims in person, by telephone, mail, and email.
- Co-ordinate with Executive Director to assure advocacy available to victims if Director is out of the office.
- Follow-up on criminal cases as determined by volunteer reports.
- Debrief trauma volunteers after calls.
- Be available to assist with trauma calls.
- Make victim referrals to other agencies and support groups.
- Make referrals to Victim Compensation.
- Participate in planning and executing victim assistance programs.
- Attend monthly meetings of Trauma Intervention Volunteers.
- Participate in any trainings to improve victim services.

*Rose Woods
8 Spruce Street
Lebanon, Maine, 04027
207-457-2149
rose.woods@victimsinc.org*

WORK EXPERIENCE

VICTIMS, INC,

East Rochester, NH

Office manager/victim advocate,

Feb 2001 – Present

- Operate telephone, screen, or forward calls,
- Providing information, taking messages.
- Greet persons entering establishment, determine nature and purpose of visit, and direct or escort them to specific destinations.
- Transmit information or documents to customers, using computer, mail, or facsimile machine.
- File and maintain records.
- Provide information about establishment, such as location of departments or offices, employees within the organization, or services provided.
- Collect, sort, distribute, or prepare mail, messages, or courier deliveries.
- Monitor pagers
- Hands on involvement in fundraising
- Enter data for quarterly & annual reports
- Data entry all trauma reports in year of the service and mailing list, follow up with sympathy cards, laminated obituaries of their love ones and 1 year follow up with anniversary cards.
- Maintain ordering of office supplies.
- Oversee the fundraising yard sales every summer usual a total of 3 or 4 of them, from pricing, set up, sales and clean up.
- Computer research
- Anything else I am asked to do.

New England Homes

270 Ocean Road

Greenland, NH

Assistant to Operation manager, John Boelhower

May 1987 – Jan 2001

- Perform clerical duties such as typing, proofreading, and sorting mail.
- Operate paging systems or other systems of bells or buzzers to notify recipients of incoming calls.
- Create invoices for materials purchased from the service department in Quick Books software.
- Prepare all paperwork and acquire state permits for site deliveries of homes.
- File paperwork in all job folders.
- Keep all database information updated in excel and access for customer service and transportation.
- Data entry of all mileage driven by company drivers and did fuel taxes quarterly.
- Alternate for receptionist when needed.
- Ordered transportation supplies.
- Typed all QC labels for files and to put in homes.

EDUCATION, Sanford High School, Sanford, ME

High School Diploma, June 1977

Trauma intervention training class in 2002

Computer training classes in 1999 and 2000

**PATRICIA A. RAINBOTH, EXECUTIVE DIRECTOR
VICTIMS, INC.
P. O. BOX 455
ROCHESTER, NEW HAMPSHIRE 03866-0455
603-335-7777**

EDUCATION

Graduate Oneida High School, Oneida, NY

New York State Regents Diploma

Dr. Thomas Gordon's Instructor Courses to teach Parent Effectiveness Training, Teacher Effectiveness Training, Effectiveness Training for Personal Growth and Development, Leader Effectiveness Training, Youth Effectiveness Training, 1976-1978

Classes in Journalism, Public Relations, Community Organization, Volunteer Management, Communication Skills, Highway Safety, Victim Assistance, Grief and Loss, Complicated Grief in Adults, Child and Adolescent Grief, Advanced Bereavement Facilitator Training, Risk Factors for Complicated Adolescent Grief, Volunteer Management, Substance Abuse Prevention, Leadership, Trauma Intervention, Office Management, Critical Incident Stress Debriefing, Legislation, Grant Writing, Financial Management for Non-Profits, etc., Drug Free Schools, Victim Assistance Pilot Academy, Maine and New Hampshire, 2003, OVC Professional Development Institute in Nashville, TN,

Development of Programs to Prevent Alcohol and Drug Abuse in Schools,

New England School of Alcohol Studies at the University of Rhode Island,

Georgetown University Hospital, Nassau County, Colby College

Resilience Through the Lifespan: Maximizing Personal Strength in the Face of Trauma, 2013

Powerful Leadership to Foster Individual and Organizational Growth, 2013

On Grief & Grieving: On Grieving to Believing – The soul in Transformation

Disaster Behavioral Health (DBART) training 2012

EMPLOYMENT

Community School Coordinator for Rochester Schools, 1976-1986

G.E.D. and Life Skills teacher Dover Adult Learning Center, 1976-1980

Instructor of Dr. Thomas Gordon's Parent Effectiveness Training, Effectiveness Training for Personal Growth & Development, Teacher Effectiveness Training 1976-2000

Columnist for "Rochester Courier", 1976-1986

Assistant Director N.H. DWI Prevention Council, 1986-1991

Kenyon International Emergency Services, Inc. 1990 - present

Founder and Executive Director VICTIMS, INC., 1991 – present

CURRENT MEMBERSHIPS

National Organization for Victim Assistance

American Academy of Bereavement Association

National Alliance for Grieving Children
Lifesavers International
National Remove Intoxicated Drivers (RID)
Governor's Traffic Safety Commission
New Hampshire Youth Suicide Prevention Academy
New Hampshire Diocesan Council of Catholic Women
Health & Safety Council of Strafford County
Rochester Area Family Support Team
Coordinator Rochester Chemical People Task Force
Rochester Chamber of Commerce
SeaCare Community Response Team
Driving Toward Zero Task Force
Mock Disaster Drill Committee Pease International Tradeport
Victims' Rights Week Committee for State of New Hampshire
Rockingham County Law Enforcement Officers Association
Rockingham County Community Resource Network

FORMER MEMBERSHIPS

Association for Supervision and Curriculum Development
President Parish Council, St. Mary Church, Rochester
Founder Marion Society at St. Mary Church, Rochester
Chairman, Rochester Salvation Army Advisory Council
Member New England Catholic Council of Social Ministries
Member National Peace and Justice Committee
Frisbie Memorial Hospital Disaster and Trauma Committee
Governor's Fatal Crash Task Force
Governor's Crime Commission
Governor's Commission to Examine Driving While Impaired Education & Intervention Programs

AWARDS & SPECIAL HONORS

Rochester's Outstanding Woman, 1976-77
State of New Hampshire Champion for Children Award, 1994
Governor's Award for Outstanding Volunteer Management, 1997
Represented Women U.S. Highway Safety Leaders in Beijing, Kunming & Shanghai, China, 1997
National Award for Crime Victim Advocacy, 1999 and 2007
National Highway Traffic Safety Award for Public Service, 2000
Rochester JayCees Distinguished Citizen Award, 2002
Appreciation for Service Award, rockingham County Law Enforcement, 2003
UNH Granite State Award, May 2011
Civic Leader Award, Rochester Salvation Army, May 2012
Outstanding Service to the Citizens of New Hampshire in the Field of Highway Safety Award, 1999
New Hampshire Chiefs of Police Secretaries Association training award 2013
New Hampshire Traffic Safety Award, 2017

Rochester Citizen of the Year, 2019

2020 EXECUTIVE BOARD (five year terms)

Rose Woods, Secretary
8 Spruce Street
Lebanon, ME 04027
DOB 10/22/58
Expires 1/31/22
207-457-2149
Board duties – 2 hours weekly
rosewoods@victimsinc.org

Nancy-Jo Higgins Treasurer
135 Champion Street
Lebanon, ME 04027
(Expires 1/31/22)
207-658-9274
Board duties – 3 hours weekly
higgygr1@hotmail.com
DOB 10/14/51

Kristen Edwards, President
1200 Elm Street Unit 302
Manchester, NH 03101
DOB 11/27/69
(Expires 1/31/22)
603-997-2323
Board duties – 8 hours monthly
kristenedwards@safetyinsurance.com

Michael Cicchetti
5 Jacqueline Way
Stratham, NH 03885
DOB 4/10/54
Expires 1/31/24
860-916-8352
Board duties – 5 hours monthly
cicchetti.michael@gmail.com

Matthew Cravens
223 Lower Guinea Road
Lebanon, ME 04027
(Expires 1/31/22)
207-457-1808
Board duties – 6 hours monthly

mattcravens@yahoo.com
DOB 12/13/76

Mark Bowen
4 Coastal Way
Greenland, NH 03840
DOB 7/3/59
(Expires 1/31/24)
603-817-0912
Board duties – 5 hours weekly
doverbowl2000@aol.com

EXECUTIVE DIRECTOR – PATRICIA A. RAINBOTH

Revised 4/1/20

Corporate Resolution

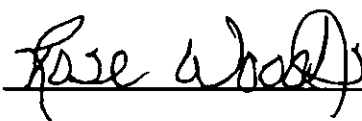
I, **Rose Woods**, hereby certify that I am duly elected Clerk/Secretary of **Victim's , Inc.** I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **1/17/2011** at which a quorum of the Directors/shareholders were present and voting.

Voted: That **Patricia Rainboth , Executive Director** is duly authorized to enter into contracts or agreements on behalf of **Victim's Inc.** with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the persons listed above currently occupy the positions indicated and they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/2/2020

Attested:



Secretary, Victim's Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2020

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 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 Jenness And Jenness Agency, Inc. 571 Pickering Road PO Box 7337 Rochester NH 03839	CONTACT NAME: George Jenness PHONE (A/C No. Ext): (603)332-3030 E-MAIL ADDRESS: gjenness@jennessinsurance.com	FAX (A/C No.): (603)332-3093
	INSURER(S) AFFORDING COVERAGE	
INSURED The Joan Ellis Victim Assistance Network PO Box 455 Rochester NH 03866-0455	INSURER A: MMG Insurance Company	
	INSURER B: First Comp Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	


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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BP10892080	09/18/2019	09/18/2020	EACH OCCURRENCE \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC0097279	10/06/2019	10/06/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Social Service organization
Excluded officers for Worker Compensation: John Donohue, Paul Rainboth, Nancy Higgins

CERTIFICATE HOLDER NH Dept of Justice 33 Capitol St Concord NH 03301-6397	CANCELLATION 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 
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2020

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 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 Jenness And Jenness Agency, Inc. 571 Pickering Road PO Box 7337 Rochester NH 03839		CONTACT NAME: George Jenness PHONE (AG. No. Ext): (603)332-3030 E-MAIL ADDRESS: gjenness@jennessinsurance.com FAX (AG. No.): (603)332-3093	
INSURED The Joan Ellis Victim Assistance Network PO Box 455 Rochester NH 03866-0455		INSURER(S) AFFORDING COVERAGE INSURER A: MMG Insurance Company INSURER B: First Comp Insurance Company 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		BP10892080	09/18/2019	09/18/2020	EACH OCCURRENCE \$ 1000000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250000				
						MED EXP (Any one person) \$ 5000				
						PERSONAL & ADV INJURY \$ 1000000				
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2000000				
						PRODUCTS - COMP/OP AGG \$ 2000000				
						\$				
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$				
						\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	WC0097279	10/06/2019	10/06/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER				
							E.L. EACH ACCIDENT \$ 100,000			
							E.L. DISEASE - EA EMPLOYEE \$ 100,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			

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

Social Service organization

Excluded officers for Worker Compensation: John Donohue, Paul Rainboth, Nancy Higgins

CERTIFICATE HOLDER

NH Dept of Justice
33 Capitol St

Concord

NH 03301-6397

CANCELLATION

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

George B. James

Fax: Email:

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Rose Woods

From: George Jenness <gjenness@jennessinsurance.com>
Sent: Friday, March 27, 2020 4:35 PM
To: Rose Woods
Subject: RE: copy
Attachments: Victim Inc_20200327154614.pdf

Pat,
Attached is the Certificate of Insurance based on the information you sent to me.
Please let me know if you need anything else
Thanks

George B. Jenness
Jenness & Jenness Agency Inc
PO Box 7337
Rochester NH 03839-7337
603-332-3030

From: Rose Woods [mailto:rose.woods@victimsinc.org]
Sent: Friday, March 27, 2020 3:41 PM
To: gjenness@jennessinsurance.com
Cc: Pat Rainboth
Subject: copy

George, Please find attached the 2 sheets pat asked me to send to you the first sheet she is looking for number 10,
Thanks so much
Have a great day!
Rose
Sent for Pat Rainboth

State of New Hampshire

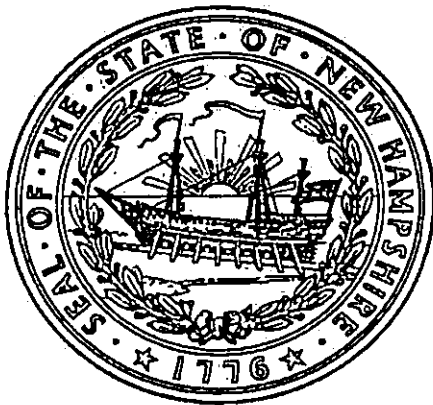
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VICTIMS, INC., THE JOAN ELLIS VICTIM ASSISTANCE NETWORK is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1991. 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: 162425

Certificate Number: 0004881113



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Pat Rainboth

From: Quickstart@sos.nh.gov
Sent: Thursday, April 02, 2020 7:48 AM
To: Pat Rainboth
Subject: Confirmation for Shopping Cart Filings - Certificate Of Good Standing - Domestic Nonprofit Corporation
Attachments: 32761_0402202007481666.pdf

Please do not reply to this email message. This has been sent to you by an automated process. If you need assistance contact the appropriate office listed below.

Dear Patricia Rainboth,

Pat R: *Your application(s) have been submitted to NH Corporation Division. You'll be notified in an attachment to this email as to the status of the application(s).*
From: *This attachment will either represent a copy of your submitted application that is under review,*
Sent: *or a stamped copy of a filing that has been approved.*
To:
Subject:

Please note – NH QuickStart can automatically approve, stamp, and attach a number of online filing types.
Att: *Filing types that will be attached via automatic approval include:*

- Annual Reports/Annual Fees & Nonprofit Reports
- Certificates of Good Standing
- Change of Managers/Members & Change of Officers/Directors
- Change of Business Address
- Domestic Withdrawals & Cancellations
- Foreign FLLP and Nonprofit Withdrawals
- Trade Name & Forced DBA Renewals (if the purpose is not being changed)
- Trade Name Information Change (if the purpose is not being changed)
- Trade Name Withdrawal in Partnership
- Trade Name Discontinuance
- Registered Agent Address Change
- Registered Agent Address Change - Commercial Agent
- Registered Agent Resignation

As always, please keep your login in a safe place, and login at any time to view your documents, receipts, or confirmations by selecting your Inbox from the left hand menu.

*Thank you,
New Hampshire Department of State
State House, Room 204
107 North Main Street
Concord, NH 03301-4989*

Pat R:
From:
Sent:
To:
Subject:

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



Subgrant Agreement Checklist

All grant subrecipients must submit a complete Grant Agreement Form. The below documentation must accompany the Grant Agreement Form. Note: All pages must be initialed and dated by the person authorized by Certificate of Authority (Item 9).

Submit documents in the following order:

- 1. Grant Agreement and general provisions signed and notarized with date
- 2. Exhibit A: Scope of Services
- 3. Exhibit B: Method of Payment
- 4. Exhibit C: Special Provisions/Special Conditions
- 5. Exhibit D: Certification form of Equal Employment Opportunity Plan
- 6. Exhibit E: Non-Supplanting Certification
- 7. Exhibit F: Certification Form regarding Debarment, Suspension, Ineligibility and Voluntary Suspension and other Responsibility Matters: and Drug Free Workplace Requirements.
- 8. NH Secretary of State Certificate of Good Standing, dated on or after April 1st of the year of the grant award. (Nonprofits only)
- 9. Certificate of Authority- The purpose of the document is to ensure that the governing body of the organization provided sufficient authority to the signatories of the contract to make it binding (Samples available upon request) Person signing contract cannot be the same person signing Certificate of Authority.
- 10. Certificate of Liability Insurance (Not expired and with Certificate Holder being "NH Dept. of Justice" with DOJ address)

- 11. Certificate of Workers Compensation Insurance (Not expired and with Certificate Holder being "NH Dept. of Justice" with DOJ address)
- 12. Proof of Non-Profit status (If Applicable)
- 13. Attach job descriptions and resumes with redacted personal information (Home Addresses/Phone Numbers/Email) of current personnel holding positions that will be funded by this grant. If non-profit, submit a list of key personnel and salaries; resumes of those involved in the project)
- 14. List of Board members with personal contact information redacted (Non-Profits only)
- 15. URL where financial statement is available online (if applicable) or copy of last financial audit completed.
 - a. URL: _____

Victims, Inc

The Joan Ellis Victim Assistance Network

Financial Statements

June 30, 2019 and 2018

Victims, Inc

The Joan Ellis Victim Assistance Network

Financial Statements

June 30, 2019 and 2018

Table of Contents

	Page
Independent Accountants' Review Report	1
Statements of Financial Position	2
Statements of Activities	3
Statements of Functional Expenses	4
Statements of Cash Flows	6
Notes to Financial Statements	7

Ronda J. Kilanowski, CPA, CGMA
Penny I. Raby, CPA, CGMA
Tracey L. Ilvernois, CPA
Deanne Hogan, CPA
Robyn L. Morrill, CPA
Shirley E. Perry, EA
Stephanie A. Sinclair, EA
Christine A. Jessen, EA

Kenneth R. Malone, CPA, Partner Emeritus
James F. Dirubbo, CPA, Partner Emeritus
501 Union Avenue, Suite 1
Laconia, NH 03246-2817
603-528-2241
Fax 603-528-7624
64 Franklin Street
Franklin, NH 03235-1610
603-934-2942
Fax 603-934-5384
PO Box 537, 195 Main Street
Lincoln, NH 03251
603-745-3121
Fax 603-745-3312

Independent Accountants' Review Report

To the Board of Directors of
Victims, Inc.
The Joan Ellis Victim Assistance Network

We have reviewed the accompanying financial statements of Victims, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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 the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Malone Dirubbo & Company PC
Malone, Dirubbo & Company, P.C.
Lincoln, New Hampshire
January 28, 2020

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statements of Financial Position
As of June 30,

ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 259,327	\$ 210,300
Grant receivable	19,364	12,836
Prepaid expenses	706	787
	<u>279,397</u>	<u>223,923</u>
PROPERTY AND EQUIPMENT		
Vehicles	20,644	20,644
Office equipment	9,737	9,737
	<u>30,381</u>	<u>30,381</u>
Less, accumulated depreciation	(29,646)	(29,407)
Net Property and Equipment	<u>735</u>	<u>974</u>
OTHER ASSETS		
Annuity	142,997	137,458
Certificate of deposit	75,155	125,138
Security deposit	100	100
	<u>218,252</u>	<u>262,696</u>
TOTAL ASSETS	<u>\$ 498,384</u>	<u>\$ 487,593</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 595	\$ 4,451
Long shot bonus payable	6,600	4,200
Payroll tax payable	2,305	2,330
	<u>9,500</u>	<u>10,981</u>
Net assets without donor restrictions	<u>488,884</u>	<u>476,612</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 498,384</u>	<u>\$ 487,593</u>

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statements of Activities
For the Years Ended June 30

	2019	%	2018	%
Support & Revenue				
Public contributions	\$ 6,606	0.9	\$ 6,376	0.7
Federal grants	80,463	10.5	57,970	6.7
Special events	510,019	66.4	493,732	57.5
Fundraising	17,865	2.3	12,186	1.4
Interest income	2,694	0.4	2,367	0.3
Investment income	5,539	0.7	5,249	0.6
In-kind donations	144,690	18.9	281,505	32.8
Total Support & Revenue	767,876	100.1	859,385	100.0
Expenses				
Program services	258,090	33.6	399,314	46.5
Management and general	30,677	4.0	31,306	3.6
Fundraising	466,837	60.8	450,374	52.4
Total Expenses	755,604	98.4	880,994	102.5
INCREASE (DECREASE) IN NET ASSETS	12,272	1.7	(21,609)	(2.5)
NET ASSETS AT BEGINNING OF YEAR	476,612		498,221	
NET ASSETS AT END OF YEAR	\$ 488,884		\$ 476,612	

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statement of Functional Expense
For the Year Ended June 30, 2019

	Program Services	Management & General	Fundraising	Total	%
Salaries & wages - director	\$ 40,600	17,400	-	58,000	7.6
Salaries & wages - other	28,050	4,950	-	33,000	4.3
Donated services	132,980	-	-	132,980	17.3
Payroll taxes	5,452	1,538	-	6,990	0.9
Benefits	580	164	-	744	0.1
Dues & subscriptions	1,253	221	-	1,474	0.2
Health insurance	2,804	791	-	3,595	0.5
Insurance - worker's compensation	2,445	689	-	3,134	0.4
Insurance	-	450	-	450	0.1
Professional fees - other	5,100	900	-	6,000	0.8
Professional fees - accounting	5,892	1,040	-	6,932	0.9
Automobile expense	3,584	632	-	4,216	0.5
Office supplies	1,207	212	-	1,419	0.2
Printing & copying	503	89	-	592	0.1
Postage & shipping	657	116	-	773	0.1
Telephone	3,666	647	-	4,313	0.6
Utilities	3,034	535	-	3,569	0.5
Repairs	442	78	-	520	0.1
Rent	11,400	-	-	11,400	1.5
Association dues	2,400	-	-	2,400	0.3
Depreciation	203	36	-	239	-
Equipment	1,073	189	-	1,262	0.2
Casual labor	100	-	-	100	-
Facilities	3,800	-	-	3,800	0.5
Meals	865	-	-	865	0.1
Fundraising	-	-	4,704	4,704	0.6
Special events - bingo	-	-	462,133	462,133	60.2
Totals	\$ 258,090	\$ 30,677	\$ 466,837	\$ 755,604	98.6

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statement of Functional Expense
For the Year Ended June 30, 2018

	Program Services	Management & General	Fundraising	Total	%
Salaries & wages - director	\$ 40,600	17,400	-	58,000	6.7
Salaries & wages - other	28,050	4,950	-	33,000	3.8
Donated services	269,910	-	-	269,910	31.8
Payroll taxes	5,452	1,538	-	6,990	0.8
Benefits	665	187	-	852	0.1
Dues & subscriptions	1,085	191	-	1,276	0.1
Health insurance	2,565	724	-	3,289	0.4
Insurance - worker's compensation	2,720	767	-	3,487	0.4
Insurance	-	450	-	450	0.1
Conferences	1,628	287	-	1,915	0.2
Professional fees - other	5,100	900	-	6,000	0.7
Professional fees - accounting	6,800	1,200	-	8,000	0.9
Automobile expense	5,210	919	-	6,129	0.7
Office supplies	1,063	188	-	1,251	0.1
Printing & copying	172	30	-	202	-
Postage & shipping	881	155	-	1,036	0.1
Telephone	3,652	645	-	4,297	0.5
Utilities	2,470	436	-	2,906	0.3
Repairs	442	78	-	520	0.1
Rent	11,400	-	-	11,400	1.3
Association dues	2,400	-	-	2,400	0.3
Depreciation	202	36	-	238	-
Bank charges	-	5	-	5	-
Equipment	1,247	220	-	1,467	0.2
Casual labor	600	-	-	600	0.1
Facilities	5,000	-	-	5,000	0.6
Fundraising	-	-	2,313	2,313	0.3
Special events - bingo	-	-	448,061	448,061	52.1
Totals	\$ 399,314	\$ 31,306	\$ 450,374	\$ 880,994	102.7

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statements of Cash Flows
For the Years Ended June 30.

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 12,272	\$ (21,609)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	239	238
Unrecognized gain in annuity	(5,539)	(5,249)
(Increase) decrease in assets:		
Grants receivable	(6,528)	28,326
Prepaid expenses	81	123
Increase (decrease) in liabilities:		
Accounts payable	(3,856)	4,320
Accrued liabilities	2,375	260
	(956)	6,409
Net Cash Provided (Used) by Operating Activities		
CASH FLOWS FROM INVESTING ACTIVITIES		
Certificate of deposit renewed to long-term	49,983	(73,578)
	49,983	(73,578)
Net Cash Provided (Used) by Investing Activities		
Net Increase (Decrease) in Cash	49,027	(67,169)
Cash and Cash Equivalents at Beginning of Year	210,300	277,469
Cash and Cash Equivalents at End of Year	\$ 259,327	\$ 210,300

See accompanying notes and independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2019 and 2018

Note 1 - Summary of Significant Accounting Policies

a. Organization

Victims, Inc. was incorporated in the State of New Hampshire on October 28, 1991 as a non-profit organization. Its office is located in East Rochester, New Hampshire, from where efforts are coordinated with law enforcement, fire emergency personnel, media, clergy, and others.

The Organization provides support services for victims and co-victims of crime and trauma. This support is in the form of information, advocacy, accompaniment through the judicial process, and referral services to other area providers.

b. Net Assets

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the organization's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization has elected to have all donor contributions with restrictions expiring in the same reporting period recorded as donor contributions without restrictions.

c. Grants and Awards

The Organization uses the accrual method of accounting for all significant items of revenue and expense. Grants are recorded when awarded. Restricted funds are accounted for in accordance with various donor and grantor requirements. The Organization receives a significant federal grant that may be affected by budget cuts, depending on the economy. Grants receivable are all current, there is no allowance for uncollectible grants receivable.

See independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2019 and 2018

Note 1 - Summary of Significant Accounting Policies (continued)

d. Tax Status

The Organization qualifies as a tax-exempt Organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, has no provision for federal income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of section 509(a) of the code.

e. Functional Expenses

Functional expenses have been allocated between program services and supporting services based on a combination of direct hours and management estimate of indirect expenses applicable to the program.

f. Federally Insured Limits

The Organization maintains its cash at several financial institutions. Accounts at each institution are secured by the Federal Deposit Insurance Corporation for up to \$250,000, in the aggregate. The Organization had no balances which exceeded insured limits as of June 30, 2019 and 2018.

g. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of one year or less to be cash equivalents.

h. Contributions

In accordance with generally accepted accounting principles, contributions received are recorded as with or without donor restricted support depending on the existence and/or nature of any donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restriction are reclassified as net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

i. Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized.

All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. Unconditional promises to give are expected to be realized in one year or less.

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2019 and 2018

Note 1 - Summary of Significant Accounting Policies (continued)

The Organization uses the allowance method to determine uncollectible promises receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. Uncollectible promises to give are expected to be insignificant.

j. 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.

k. Compensated Absences

The Organization's policy is to compensate employees for accrued vacation time at separation from employment. As of June 30, 2019 and 2018, there were no accrued compensated absences.

l. Income Taxes

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Organization believes that income tax filing positions will be sustained upon examination does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2019 and 2018.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

The Organization's policy is to classify income tax related interest and penalties in interest and other expenses, respectively.

m. Updated Presentation

In 2016 FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) - *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

See independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2019 and 2018

Note 2 - Availability and Liquidity

The following represents the Organization's financial assets at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 259,327	\$ 210,300
Grant receivable	<u>19,364</u>	<u>12,836</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 278,691</u>	<u>\$ 223,136</u>

The Organization regularly monitors resources required to meet its operating needs. For purposes of analyzing resources available to meet general expenditures over a twelve month period, the Organization considers all expenditures related to its ongoing activities. In addition, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. Refer to the statement of cash flow which identifies the sources and uses of the Organization's cash.

Note 3 - Property and Equipment

Donations of property and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long these donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Property and equipment are carried at cost. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes at rates based on the following estimated useful lives from 5 to 15 years.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation expense for the years ended June 30, 2019 and 2018 was \$239 and \$238, respectively.

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2019 and 2018

NOTE 4 - Fair Value

Generally accepted accounting principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under are described below:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means

If the asset or liability has specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurements.

The asset's or liability'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 used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2019.

Cash, mutual funds and fixed income: Fair value is based upon quoted prices in active markets for identical assets and are reflected as Level 1.

The methods described above may provide a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2019 and 2018

NOTE 4 - Fair Value (continued)

The following table sets forth by level, within the hierarchy, the Organization's assets at fair value as of June 30, 2019:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Annuity	\$ 142,997	\$ -	\$ -	\$ 142,997
Total	\$ 142,997	\$ -	\$ -	\$ 142,997

The following table sets forth by level, within the hierarchy, the Organization's assets at fair value as of June 30, 2018:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Annuity	\$ 137,458	\$ -	\$ -	\$ 137,458
Total	\$ 137,458	\$ -	\$ -	\$ 137,458

Note 5 - In-Kind Support

Donated services for coverage of the Trauma Intervention Volunteer program, trainers, and facilitators have been reflected in the financial statements as support and expense for the years ended June 30, 2019 and 2018. The estimated value of the trauma intervention volunteer program and trainers was determined based upon volunteer hours at \$15 and \$10, respectively. The estimated value of the trauma intervention trainers was determined based upon volunteer hours at \$25. Total value recorded for the years ended June 30, 2019 and 2018 were \$132,980 and \$269,910, respectively.

Other in-kind donations consist of bookkeeping, meals, printing, maintenance and use of facilities totaling \$11,710 and \$11,595, respectively.

For the years ended June 30, 2019 and 2018, there were approximately 7,640 and 6,655 hours of volunteer time for bingo, yard sales, and other events, that are not reflected in the financial statements. No amounts have been included in these financial statements of in-kind goods consisting of office supplies, and fund raiser donations, as the value of such items is considered immaterial.

Note 6 - Concentrations

The Organization's source of revenue and support is as follows:

	<u>2019</u>	<u>2018</u>
Grants	12.9	10.0
Contributed support	1.1	1.1
Fundraising	84.7	87.6
Investment income	1.3	1.3
Total	100.0	100.0

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2019 and 2018

Note 6 - Concentrations (continued)

In order to provide a more meaningful comparability, the Organization has excluded in-kind donations from the calculation. The services provided by the Organization are primarily from grants and fundraising.

Note 7 - Lease Contracts

The Organization leases office facilities in East Rochester, New Hampshire. The lease is on a month to month basis. The total rent expense for the years ended June 30, 2019 and 2018 was \$11,400.

On July 1, 2016 the Organization entered into a rental contract with Dover Amusement Group, LLC for the use of its facilities located in Dover, New Hampshire. The rental rate is \$4.00 per capita, per night for attending Bingo players. The lease shall continue for a period of one year from the date of commencement and automatically renew for another year unless written notice is given 90 days prior to the expiration of the agreement.

On October 8, 2014 The Organization entered into an equipment lease agreement with GE Capital. The lease is payable at \$74 monthly for 60 months. For year end June 30, 2019 and 2018 equipment lease expense was \$814 and \$888, respectively.

Note 8 - Annuity

In 2003, the Organization transferred \$75,000 to a flexible premium deferred annuity at an initial rate of 6%, with a guaranteed rate of 4%. The current interest rate is determined by the company from time to time and will never be less than the guaranteed rate. The cash surrender value of the annuity at June 30, 2019 and 2018 was \$142,997 and \$137,458, respectively. The change in the cash surrender value from year to year is recorded as investment income in the statement of activities.

Note 9 - State Requirement

Pursuant to the State of New Hampshire statutes governing gaming, carryover amounts are required to be held in separate bank accounts. Accordingly, the Organization maintains a separate account and reports the activity to the State on its monthly reports.

Note 10 - Subsequent Events

The Organization has evaluated subsequent events through January 28, 2020 which is the date the financial statements were available to be issued.

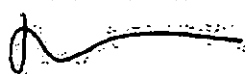
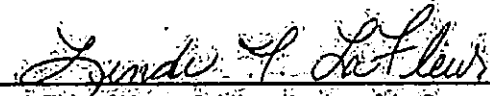
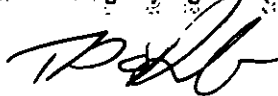
See independent accountants' review report.

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Granite State Children's Alliance		1.4. Subrecipient Address 72 South River Road, Suite 202, Bedford, NH 03110	
1.5. Subrecipient Phone # (603) 864-0215	1.6. Account Number 02-20-20-201510-5021-0 72-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 2,203,432
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Jody Barrett Chief Executive Officer	
Subrecipient Signature 2 If Applicable N/A		Name & Title of Subrecipient Signor 2 If Applicable N/A	
1.13. Acknowledgment: State of New Hampshire, County of <u>Hillsborough</u> on <u>3/4/2020</u> , 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.			
1.13.17 Signature of Notary Public or Justice of the Peace			
(Seal) 		LINDA T. LAFLEUR NOTARY PUBLIC State of New Hampshire My Commission Expires July 31, 2024	
1.13.21 Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <u>Takmina Rakhmatova</u> Assistant Attorney General		On: <u>4/9/2020</u>	
1.17. Approval by Governor and Council (if applicable)			
By:		On: <u>7/7</u>	

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

[Signature]
3/4/2020

- 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.

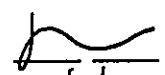

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EXHIBIT A

-SCOPE OF SERVICES-

1. The Granite State Children's Alliance as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews, direct victim services, and grant administration. The subrecipient costs include allowable Victims of Crime Act grant expenses including personnel, benefits, travel, supplies, other grant associated costs and contracts.
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 15th 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 grant 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
603-271-7820 or Tanya.pitman@doj.nh.gov

EXHIBIT B

-METHOD 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 \$1,101,716 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$\$1,101,716 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

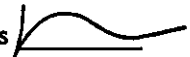
- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials



Date

8/4/2020

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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



3/4/2020

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.
7. 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.
8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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
- ii. 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.

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

- i. it represents that— it has determined that no other entity



8/4/2020

EXHIBIT C

- 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
- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The subrecipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The subrecipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. Discrimination Findings

The subrecipient 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.

26. 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

EXHIBIT C

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.

27. The subrecipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The subrecipient 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").

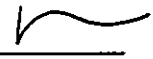
The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm>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

29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

Subrecipient Initials



Date

8/4/2020

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doi.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c)3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or;
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or;
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status;

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEO: Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEO) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEO or Certification is a violation of the Program

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: <http://ojp.gov/about/ocr/faq-eeop.htm>

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.
- 43. Subrecipients that directly pass through grant funding to any other entity must ensure that there is an effective system of monitoring those sub-award entities. The pass-through entity is required to monitor their sub-awards programmatic and financial compliance of the program. Pass-through entities must ensure compliance with VOCA rule 94.106 Monitoring Requirements and 2 CFR 200.31 in regards to the sub-award(s) and monitoring.

I have read and understand all 43 special provisions contained in this document.

Joy Barrett - Chief Executive Officer - Granite State Children's Alliance
Name and Title of Authorized Representative

[Signature]
Signature

3/4/2020
Date

Granite State Children's Alliance - 72 South River Road, Suite 202
Bedford, NH 03110
Name and Address of Agency

Subrecipient Initials [Signature]

Date 3/4/2020

EXHIBIT D

EEOP Reporting

I, Joy Barrett [responsible official], certify that

Granite State Children's Alliance [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 3/5/2020 [Date]

And that Joy Barrett [responsible official] has completed the EEOP

training at: <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

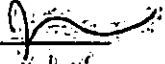
3/5/2020 [date]

I further certify that:

Granite State Children's Alliance [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 3/5/2020

Subrecipient Initials 

Date 3/5/2020

EXHIBIT E

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 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>

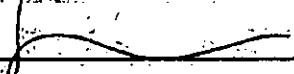
Supplanting and job retention

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 Granite State Children's Alliance (applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Granite State Children's Alliance (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: Jim Barnett - Chief Executive Officer

Signature: 

Subrecipient Initials: 

Date: 3/4/2020

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:



EXHIBIT F

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.

Jay Burnett - Chief Executive Officer

Name and Title of Head of Agency

[Signature]

Signature

3/4/2020

Date

Granite State Children's Alliance

Name and Address of Agency

42 South Ruce Rd, Suite 202
Bedford, NJ 03110

Subrecipient Initials

[Signature]

Date

3/4/2020

State of New Hampshire

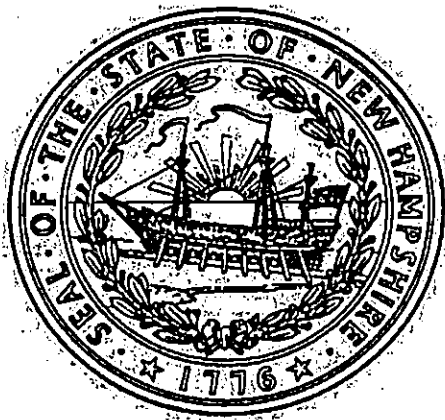
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. 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: 456237

Certificate Number: 0004885063



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2020.

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

William M. Gardner
Secretary of State



Granite State Children's Alliance
 New Hampshire's Network of
 Child Advocacy Centers

72 South River Road, Suite 202
 Bedford, NH 03110

Certificate of Authority

I, Andy Crews, Chairman of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

1. I am a duly elected officer of the Granite State Children's Alliance.
2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on October 11th 2018.

Resolved: That the Chief Executive Officer is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the State of New Hampshire - Department of Justice and to execute any and all documents, agreements and other instruments and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 4th day of March 2020. This authority shall remain valid for thirty (30) days from the date of this Certificate of Authority.

4. Joy Barrett is the Chief Executive Officer of the Granite State Children's Alliance.

[Handwritten signature of Andy Crews]

Andy Crews
 Board Chairman, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

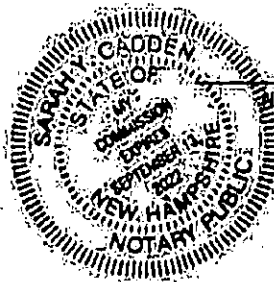
County of Hillsborough

The forgoing instrument was acknowledged before me on 03/05/2020 by H. Andy Crews.

[Handwritten signature of Notary]
 Signature of Notary Public of Justice of the Peace

Name and title of Notary Public of Justice of the Peace

Commission Expires _____



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2020

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: Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua, NH 03061	CONTACT NAME: Cathy Beaugard	
	PHONE (AG No. Ext.): 603-882-2766	FAX (AG No.): 603-886-4230
E-MAIL ADDRESS: cbeaugard@eatonberube.com		
INSURER(S) AFFORDING COVERAGE:		NAIC #
INSURER A: Selective Insurance Group Inc.		14378
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED: GRANSTZ
 Granite State Children's Alliance
 72 South River Road
 Suite 202
 Bedford, NH 03110

COVERAGES **CERTIFICATE NUMBER:** 1785080335 **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.

INER LTR	TYPE OF INSURANCE	ADOL 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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:		S 2333435	3/1/2020	3/1/2021	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person): \$20,000 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"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS: NON-OWNED/ AUTOS ONLY		S 2333435	3/1/2020	3/1/2021	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: RETENTION:		S 2333435	3/1/2020	3/1/2021	EACH OCCURRENCE: \$2,000,000 AGGREGATE: \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC 9088573	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER. STATUTE <input type="checkbox"/> OTH. PRG. E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE - EA EMPLOYEE: \$500,000 E.L. DISEASE - POLICY LIMIT: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedule may be attached if more space is required)
 Workers Compensation Information: Coverage for NH: no excluded officers. Additional insured status applies when required by written contract per Selective Insurance GL ElitePac Endorsement CG7300 (1/16)
 New Hampshire Department of Justice is additional insured with regard to General liability.

CERTIFICATE HOLDER New Hampshire Department of Justice 33 Capitol Street Concord NH 03301	CANCELLATION 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
---	---



Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256521944
Mar. 16, 2020 LTR 4168C 0
74-3186259 000000 00

00014152

BODC: TE

THE GRANITE STATE CHILDRENS
ALLIANCE
X JOY BARRETT
72 S RIVER RD STE 202
BEDFORD NH 03110

005739

Employer ID number: 74-3186259
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Mar. 09, 2020, about your tax-exempt status.

We issued you a determination letter in October 2006, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

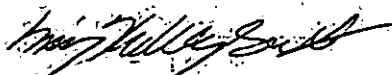

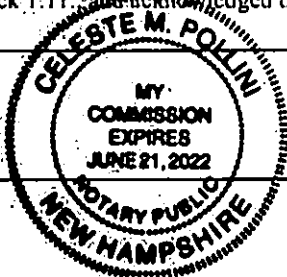
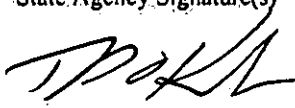
If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name "THE CHILD ADVOCACY CENTER OF CARROLL COUNTY" (CACCC)		1.4. Subrecipient Address 56 Union Street, Wolfeboro, NH 03894	
1.5. Subrecipient Phone # 603-569-9840	1.6. Account Number 02-20-20-201510-5021-0-72-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 256,296
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Elizabeth Kelly-Scott Executive Director	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Carroll on 3-25-2020 , 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 he/she 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			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G. & C approval required) By: Takhmina Rakhmatova Assistant Attorney General, On: 04/13/2020			
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 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

- 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. The "THE CHILD ADVOCACY CENTER OF CARROLL COUNTY" (CACCC) as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient under the Victims of Crime Act Grant to include expenses for personnel, benefits, and rent.
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 15th 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 grant 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
603-271-7820 or Tanya.pitman@doh.nh.gov

EXHIBIT B

-METHOD 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 \$128,148 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$128,148 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials ENC

Date 3/24/2020

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.

12. 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>.

13. 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

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

- a. In accepting this award, the recipient—
 - i. 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
 - ii. 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.
- b. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. 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.
20. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
- The 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 subrecipient 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 OVW, as appropriate) for guidance.
21. 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

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers; and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.
39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or;
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or;
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
41. Certification Regarding EEOP Required:
If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

EXHIBIT D

EEO Reporting

I, Elizabeth Kelley Scott [responsible official], certify that

Child Advocacy Center of Carroll County [recipient] has completed the EEO reporting tool certification of

form at: https://ojp.gov/about/ocr/faq_eoop.htm on March 11, 2020 [Date]

And that Elizabeth Kelley Scott [responsible official] has completed the EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

03/25/2020 [date]

I further certify that:

Child Advocacy Center of Carroll County [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: Elizabeth Kelley Scott

Date: 03/25/2020

EXHIBIT E

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 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 Child Advocacy Center of Carroll County (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Child Advocacy Center of Carroll County (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: Elizabeth Kelley Smith

Signature: Elizabeth Kelley Smith

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

EXHIBIT F

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.

Elizabeth Kelley Scott, Executive Director

Name and Title of Head of Agency

[Signature]

Signature

03/25/2020

Date

Child Advocacy Center of Carroll County 56 Union Street Wolfboro NH

Name and Address of Agency

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



Subgrant Agreement Checklist

All grant subrecipients must submit a complete Grant Agreement Form. The below documentation must accompany the Grant Agreement Form. Note: All pages must be initialed and dated by the person authorized by Certificate of Authority (Item 9).

Submit documents in the following order:

1. Grant Agreement and general provisions signed and notarized with date
2. Exhibit A: Scope of Services
3. Exhibit B: Method of Payment
4. Exhibit C: Special Provisions/Special Conditions
5. Exhibit D: Certification form of Equal Employment Opportunity Plan
6. Exhibit E: Non-Supplanting Certification
7. Exhibit F: Certification Form regarding Debarment, Suspension, Ineligibility and Voluntary Suspension and other Responsibility Matters and Drug Free Workplace Requirements.
8. NH Secretary of State Certificate of Good Standing, dated on or after April 1st of the year of the grant award. (Nonprofits only)
9. Certificate of Authority- The purpose of the document is to ensure that the governing body of the organization provided sufficient authority to the signatories of the contract to make it binding (Samples available upon request) Person signing contract cannot be the same person signing Certificate of Authority.
10. Certificate of Liability Insurance (Not expired and with Certificate Holder being "NH Dept. of Justice" with DOJ address)

11. Certificate of Workers Compensation Insurance (Not expired and with Certificate Holder being "NH Dept. of Justice" with DOJ address)

12. Proof of Non-Profit status (If Applicable)

13. Attach job descriptions and resumes with redacted personal information (Home Addresses/Phone Numbers/Email) of current personnel holding positions that will be funded by this grant. If non-profit, submit a list of key personnel and salaries; resumes of those involved in the project) *included in grant application*

14. List of Board members with personal contact information redacted (Non-Profits only)

15. URL where financial statement is available online (if applicable) or copy of last financial audit completed.

a. URL: *guidestar.org/profile/20-2110140*

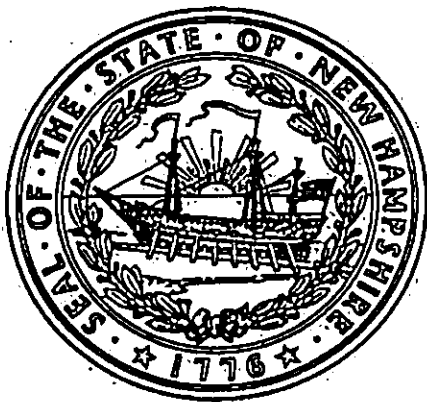
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that "THE CHILD ADVOCACY CENTER OF CARROLL COUNTY" (CACCC) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 17, 2004. 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: 476858

Certificate Number: 0004879804



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

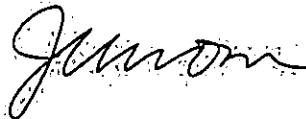
William M. Gardner
Secretary of State

I, June Connors, hereby certify that I am the duly elected Secretary of The Child Advocacy Center of Carroll County. At a meeting of the Board of Directors, duly called and held on March 12, 2020, at which a quorum of the Directors were present and voting, VOTED: That Elizabeth Kelley-Scott, Executive Director, is duly authorized to enter into contracts or agreements on behalf of The Child Advocacy Center of Carroll County with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote. I hereby certify that said vote has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein. This authority shall remain valid for thirty (30) days from the date of this Certificate of Authority.

March 12, 2020

Date

Attest



1988

1988

1988

1988

1988

1988



CHILADV-01

LORIEHOPKINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2020

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 NFP Property & Casualty Services, Inc. PO Box 919 17 Bay Street Wolfeboro, NH 03894	CONTACT ut NAME: PHONE (A/C, No, Ext): (603) 669-6696		FAX (A/C, No): (603) 669-6798
	E-MAIL ADDRESS:		
INSURED Child Advocacy Center of Carroll County PO Box 948 56 Union Street Wolfeboro, NH 03894	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B : Wesco Insurance Company		25011
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2061636	1/11/2020	1/11/2021	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
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPOP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
				BODILY INJURY (Per person)	\$			
				BODILY INJURY (Per accident)	\$			
				PROPERTY DAMAGE (Per accident)	\$			
					\$			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
				AGGREGATE	\$			
					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3434122	10/13/2019	10/13/2020	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER NH Department of Justice 33 Capitol Street Concord, NH 03301	CANCELLATION 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 

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 19 2005**

THE CHILD ADVOCACY CENTER OF
CARROLL COUNTY
127 ET 28 STS 22
OSSIPES, NE 03864

Employer Identification Number:
20-2110940
DIN:
17053250009045
Contact Person:
JOHN J KOESTER ID# 31364
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170 (b) (1) (A) (vi)
Form 990 Required:
YES
Effective Date of Exemption:
JUNE 17, 2004
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



The Child Advocacy Center of Carroll County "protecting children, promoting justice"
56 Union Street
PO Box 948
Wolfeboro, NH 03894
(603) 569-9840

Child Advocacy Center of Carroll County Board of Directors:

OFFICERS

Diane Cleary, President

J. Hadley Champlin, Vice President

Raymond Mitchell, Treasurer

June Connors, Secretary

DIRECTORS

Pat Anderson

Chris Stevens

Scott Kinmond

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2018

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2018 calendar year, or tax year beginning 2018, and ending 20

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization The Child Advocacy Center of Carroll County
 Doing business as _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO Box 948
 City or town, state or province, country, and ZIP or foreign postal code
Wolfeboro, NH 03894

D Employer identification number
20-2110940

E Telephone number
(603) 569-9840

G Gross receipts \$ 205,065.

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No. If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ N/A

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: 2004 **M** State of legal domicile: NH

Part I Summary

1 Briefly describe the organization's mission or most significant activities: <u>ADVOCATE FOR ABUSED CHILDREN</u>			
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
Activities & Governance	3 Number of voting members of the governing body (Part VI, line 1a)	<u>3</u>	<u>0</u>
	4 Number of independent voting members of the governing body (Part VI, line 1b)	<u>4</u>	<u>0</u>
	5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)	<u>5</u>	
	6 Total number of volunteers (estimate if necessary)	<u>6</u>	<u>12</u>
	7a Total unrelated business revenue from Part VIII, column (C), line 12	<u>7a</u>	<u>11.</u>
	b Net unrelated business taxable income from Form 990-T, line 38	<u>7b</u>	<u>0.</u>
	Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year: <u>216,699.</u>
9 Program service revenue (Part VIII, line 2g)			
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		<u>4.</u>	<u>11.</u>
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)			
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		<u>216,703.</u>	<u>205,065.</u>
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<u>122,805.</u>	<u>141,759.</u>
	16a Professional fundraising fees (Part IX, column (A), line 11e)		
	b Total fundraising expenses (Part IX, column (D), line 25) ▶	<u>0.</u>	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<u>59,579.</u>	<u>47,337.</u>
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<u>182,384.</u>	<u>189,096.</u>	
19 Revenue less expenses. Subtract line 18 from line 12	<u>34,319.</u>	<u>15,969.</u>	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year: <u>361,922.</u>	End of Year: <u>375,480.</u>
	21 Total liabilities (Part X, line 26)	<u>43,874.</u>	<u>41,463.</u>
	22 Net assets or fund balances. Subtract line 21 from line 20	<u>318,048.</u>	<u>334,017.</u>

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here Signature of officer: Elizabeth Kelley, executive director Date: 11/08/2019

Paid Preparer Use Only

Print/Type preparer's name: Chris Sawyer Preparer's signature: [Signature] Date: 11/14/2019 Check if self-employed PTIN: P01210969

Firm's name ▶ Chris B. Sawyer, LLC Firm's EIN ▶ 52-2390611

Firm's address ▶ PO Box 113, Center Tuftonboro, NH 03816 Phone no. (603) 569-8474

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

For Paperwork Reduction Act Notice, see the separate instructions. BAA REV 05/2019 PRO Form 990 (2018)

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

ADVOCATE FOR ABUSED CHILDREN

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 0. Including grants of \$ 0.) (Revenue \$ 0.)

N/A

4b (Code:) (Expenses \$ Including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ Including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.)
(Expenses \$ Including grants of \$) (Revenue \$)

4e Total program service expenses \blacktriangleright 0.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		X
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III.		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J.		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24b		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24c		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
24d		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I.		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I.		X
25b		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II.		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III.		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV.		X
28a		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV.		X
28b		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV.		X
28c		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M.		X
29		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M.		X
30		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I.		X
31		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II.		X
32		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I.		X
33		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1.		X
34		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
35a		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2.		
35b		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2.		X
36		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI.		X
37		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.	X	
38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
1a		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
1b		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
1c		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O.		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7. Organizations that may receive deductible contributions under section 170(c).			
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10. Section 501(c)(7) organizations. Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11. Section 501(c)(12) organizations. Enter:			
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a. Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year.	12b	
13. Section 501(c)(29) qualified nonprofit health insurance issuers.			
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.	0	
b Enter the number of voting members included in line 1a, above, who are independent.	0	
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6 Did the organization have members or stockholders?		X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body?		X
b Each committee with authority to act on behalf of the governing body?		X
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13.	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		X
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.		X
13 Did the organization have a written whistleblower policy?		X
14 Did the organization have a written document retention and destruction policy?	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official		X
b Other officers or key employees of the organization		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed.
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 - Own website
 - Another's website
 - Upon request
 - Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records.

Elizabeth Kelley-Scot, 56 Union Street, Wolfeboro, NH 03894 (603) 569-9848

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Scott Kinmond President	2.00			X				0.	0.	0.
(2) J Hadley Champlin Vice President	2.00			X				0.	0.	0.
(3) June Connors Secretary	2.00			X				0.	0.	0.
(4) Ray Mitchell Treasurer	2.00			X				0.	0.	0.
(5) Patricia Anderson Director	2.00			X				0.	0.	0.
(6) Diane Cleary Director	2.00			X				0.	0.	0.
(7) Christine Stevens Director	2.00			X				0.	0.	0.
(8) Elizabeth Kelley-Scott Executive Director	40.00					X		80,624.	0.	0.
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII -- Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Sub-total							80,624..	0.	0..	
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							80,624..	0.	0..	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns					
	b	Membership dues					
	c	Fundraising events	24,190.				
	d	Related organizations					
	e	Government grants (contributions)	86,500.				
	f	All other contributions, gifts, grants, and similar amounts not included above	94,364.				
	g	Noncash contributions included in lines 1a-1f: \$					
	h	Total. Add lines 1a-1f	205,054.				
Program Service Revenue	Business Code						
	2a						
	b						
	c						
	d						
	e						
	g	Total. Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)	11.	0.	11.	0.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6a	Gross rents	(f) Real				
			(f) Personal				
	b	Less: rental expenses					
	c	Rental income or (loss)					
	d	Net rental income or (loss)					
	7a	Gross amount from sales of assets other than inventory	(f) Securities				
			(f) Other				
	b	Less: cost or other basis and sales expenses					
c	Gain or (loss)						
d	Net gain or (loss)						
8a	Gross income from fundraising events (not including \$ 24,190. of contributions reported on line 1c). See Part IV, line 18	a					
		b	Less: direct expenses				
			Net income or (loss) from fundraising events				
9a	Gross income from gaming activities. See Part IV, line 19	a					
		b	Less: direct expenses				
			Net income or (loss) from gaming activities				
10a	Gross sales of inventory, less returns and allowances	a					
		b	Less: cost of goods sold				
			Net income or (loss) from sales of inventory				
Miscellaneous Revenue		Business Code					
11a							
b							
c							
d	All other revenue						
e	Total. Add lines 11a-11d						
12	Total revenue. See instructions		205,065.	0.	11.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	80,624.	0.	80,624.	0.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	54,690.	0.	54,690.	0.
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	6,445.	0.	6,445.	0.
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	300.	0.	300.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	1,360.	0.	1,360.	0.
12 Advertising and promotion	13.	0.	13.	0.
13 Office expenses	20,891.	0.	20,891.	0.
14 Information technology				
15 Royalties				
16 Occupancy	18,483.	0.	18,483.	0.
17 Travel	3,636.	0.	3,636.	0.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	2,654.	0.	2,654.	0.
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a				
b				
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	189,096.	0.	189,096.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	99,068.	1	112,730.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 330,482.		
	b Less: accumulated depreciation	10b 67,732.	262,854.	10c 262,750.
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)		361,922.	16	375,480.
Liabilities	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties	43,398.	23	39,417.
	24 Unsecured notes and loans payable to unrelated third parties	476.	24	2,046.
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25		43,874.	26
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	318,048.	27	334,017.
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances.	318,048.	33	334,017.	
34 Total liabilities and net assets/fund balances.	361,922.	34	375,480.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	205,065.
2	Total expenses (must equal Part IX, column (A), line 25)	2	189,096.
3	Revenue less expenses. Subtract line 2 from line 1	3	15,969.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	318,048.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	334,017.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant? ...
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant? ...
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? ...
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.

	Yes	No
1		
2a	X	
2b		X
2c	X	
3a		X
3b		

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(b)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization The Child Advocacy Center of Carroll County	Employer identification number 20-2110940
--	---

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state.
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vii). (Complete Part II.)
- 9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university.
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c **Type III, functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d **Type III, non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	129,961.	131,338.	140,005.	181,556.	129,130.	711,990.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	129,961.	131,338.	140,005.	181,556.	129,130.	711,990.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization), included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						711,990.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4	129,961.	131,338.	140,005.	181,556.	129,130.	711,990.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	1,376.	28.				1,404.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						713,394.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f))	14	99.8%
15 Public support percentage from 2017 Schedule A, Part II, line 14	15	99.95%
16a 33 1/3% support test—2018: If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test—2017: If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2018: If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2017: If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f)).	15	%
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2018. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.

b. 33 1/3% support tests—2017. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization.

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A: All Supporting Organizations

	Yes	No
1. Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.	<input type="checkbox"/>	<input type="checkbox"/>
2. Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).	<input type="checkbox"/>	<input type="checkbox"/>
3a. Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.	<input type="checkbox"/>	<input type="checkbox"/>
b. Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.	<input type="checkbox"/>	<input type="checkbox"/>
c. Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.	<input type="checkbox"/>	<input type="checkbox"/>
4a. Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.	<input type="checkbox"/>	<input type="checkbox"/>
b. Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.	<input type="checkbox"/>	<input type="checkbox"/>
c. Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.	<input type="checkbox"/>	<input type="checkbox"/>
5a. Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).	<input type="checkbox"/>	<input type="checkbox"/>
b. Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	<input type="checkbox"/>	<input type="checkbox"/>
c. Substitutions only. Was the substitution the result of an event beyond the organization's control?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.	<input type="checkbox"/>	<input type="checkbox"/>
7. Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).	<input type="checkbox"/>	<input type="checkbox"/>
8. Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).	<input type="checkbox"/>	<input type="checkbox"/>
9a. Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.	<input type="checkbox"/>	<input type="checkbox"/>
b. Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.	<input type="checkbox"/>	<input type="checkbox"/>
c. Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.	<input type="checkbox"/>	<input type="checkbox"/>
10a. Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.	<input type="checkbox"/>	<input type="checkbox"/>
b. Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)	<input type="checkbox"/>	<input type="checkbox"/>

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b A family member of a person described in (a) above?		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below:		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
3 Parent of Supported Organizations. Answer (a) and (b) below:		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		
Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets.	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		
Section C—Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		
7 <input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7:			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2019. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2018

Name of the organization

The Child Advocacy Center of Carroll County

Employer identification number

20-2110940

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization The Child Advocacy Center of Carroll County	Employer identification number 20-2110940
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Carroll County PO Box 152 Ossipee NH 03864	\$ 50,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	-----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization The Child Advocacy Center of Carroll County	Employer identification number 20-2110940
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Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization The Child Advocacy Center of Carroll County	Employer identification number 20-2110940
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ▶ \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2018

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 8, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization: The Child Advocacy Center of Carroll County; Employer identification number: 20-2110940

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, grants, and end of year, and questions about donor advisement.

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Questions 1-9 regarding conservation easements, including purpose, monitoring, and expenses. Includes a sub-table for 'Held at the End of the Tax Year' with rows 2a, 2b, 2c, 2d.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Questions 1a, 1b, and 2 regarding reporting of art and historical treasures, including revenue and asset inclusion amounts.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange programs
- e Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
- b Permanent endowment %
- c Temporarily restricted endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations
- (ii) related organizations

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings	330,482.		67,732.	262,750.
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 262,750.

Part VII Investments—Other Securities.
 Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments—Program Related.
 Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.
 Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.
 Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

SCHEDULE G
(Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization

The Child Advocacy Center of Carroll County

Employer identification number

20-2110940

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1** Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a** Mail solicitations
 - b** Internet and email solicitations
 - c** Phone solicitations
 - d** In-person solicitations
 - e** Solicitation of non-government grants
 - f** Solicitation of government grants
 - g** Special fundraising events
- 2a** Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No
- b** If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

- 3** List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 7 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		Golf Tournament (event type)	Buy a Brick (event type)	NONE (total number)	(add col. (a) through col. (c))	
Revenue	1	Gross receipts	11,621.	6,986.	18,607.	
	2	Less: Contributions				
	3	Gross income (line 1 minus line 2)	11,621.	6,986.	18,607.	
Direct Expenses	4	Cash prizes				
	5	Noncash prizes				
	6	Rent/facility costs				
	7	Food and beverages				
	8	Entertainment				
	9	Other direct expenses				
	10	Direct expense summary. Add lines 4 through 9 in column (d)				
	11	Net income summary. Subtract line 10 from line 3, column (d)				18,607.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1	Gross revenue		
Direct Expenses	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
7	Direct expense summary. Add lines 2 through 5 in column (d)				
8	Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities:
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No

b If "Yes," explain: _____

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

2018

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or 990-EZ.

**Open to Public
Inspection**

▶ Go to www.irs.gov/Form990 for the latest information.

Name of the organization

Employer identification number

The Child Advocacy Center of Carroll County

20-2110940

Pt VI, Line 11b: PRESENTED AT BOARD MEETING

Pt VI, Line 8a: THE ORGANIZATION DID NOT DURING THE YEAR, RECEIVE ANY FUNDS,
DIRECTLY OR INDIRECTLY. TO PAY PREMIUMS ON A PERSONAL BENEFIT CONTRACT. THE ORGANIZATION
DID NOT DURING THE YEAR, PAY ANY PREMIUMS DIRECTLY OR INDIRECTLY ON A PERSONAL
BENEFIT CONTRACT.

Pt VI, Line 8b: AT OFFICE FOR REVIEW

Carroll County Child Advocacy Center

Key Employees

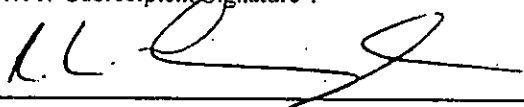
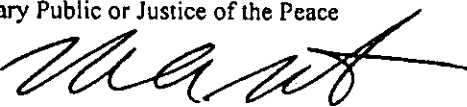
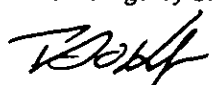
Name/Position	Salary	Grant Funded Salary
Elizabeth D'Angelo/Forensic Interviewer/ MDT Coordinator	\$52,540.80	\$43,000.00
Elizabeth Kelley-Scott/ Executive Director	\$78,910.00	\$43,003.00
Meghan Berry/Family Support Specialist	\$35,921.60	\$30,000.00

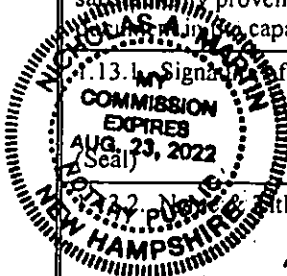
GRANT AGREEMENT

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Merrimack County Child Advocacy Center		1.4. Subrecipient Address 333 Daniel Webster Highway, Boscawen, NH 03303	
1.5 Subrecipient Phone # 603-796-6855	1.6. Account Number 02-20-20-201510-5021-0 72-500574	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 240,000
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Ross L. Currier County Administrator	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> on <u>3-10-2022</u> , 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 			
1.13.2. Title of Notary Public or Justice of the Peace Nicholas A Martin Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u>Takhsmina Rakhmatova</u> Assistant Attorney General, On: <u>04/09/2020</u>			
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 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

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]
3/10/2020

EXHIBIT A

-SCOPE OF SERVICES-

1. Merrimack County Child Advocacy Center as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient under the Victims of Crime Act Grant to include expenses for personnel, benefits, training, supplies and rent.

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 15th 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 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.

5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Tanya.pitman@doj.nh.gov

EXHIBIT B

-METHOD 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 \$120,000.00 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later, to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$120,000.00 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

Subrecipient Initials

Date

3/10/2020

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials

 D

Date

3/12/2021

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

Subrecipient Initials

Date 3/2/2018

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.
7. 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.
8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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
- ii. 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.

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

- i. it represents that— it has determined that no other entity

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
-
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.
39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
41. Certification Regarding EEOP Required:
If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

EXHIBIT C

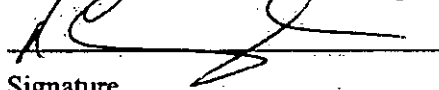
Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. **The EEOP reporting tool and instructions can be found at:** http://oip.gov/about/ocr/faq_eeop.htm

42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document:

Ross L. Cunningham, County Administrator

Name and Title of Authorized Representative



Signature

3/16/2020

Date

Merrimack County Child Advocacy Ctr., 333 Daniel Webster Hwy,
Name and Address of Agency Boscawen, NH 03303

EXHIBIT D

EEOP Reporting

I, Ross L. Cunningham [responsible official], certify that

Bethany Cottrell [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 10/9/2019 [Date]


And that Ross L. Cunningham [responsible official] has completed the EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:


3.10.2020 [date]

I further certify that:

Merrimack County Child Advocacy Ctr [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 8/12/2020

Subrecipient Initials 

Date 8/12/2020

EXHIBIT E

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 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 Merrimack County CAC (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Merrimack County CAC (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: Ross L. Cunningham, County Administrator

Signature: 

Subrecipient Initials 

Date 3/10/2020

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRRC@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:

EXHIBIT F

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.

Ross L. Cunningham, County Administrator

Name and Title of Head of Agency

Signature

Date

Merrimack County CAC, 333 Daniel Webster Hwy, Boscawen, NH 03303

Name and Address of Agency

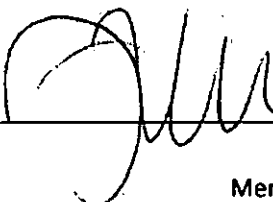
CERTIFICATE OF AUTHORITY for County of MERRIMACK

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners, do hereby certify that:

1. The Board of Commissioners authorizes the County Administrator to execute any documents which may be necessary to enter into contracts between the New Hampshire Department of Justice and the Merrimack County Child Advocacy Center;
2. This authorization was in full force and effect on the date the contract was signed by the county representative, 3.10.2020;
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:


Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Commission Chair this 10th day of March, 2019.




Tara Reardon, Board Chair
Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 10th day, month of March, 2019, before me  the undersigned officer, personally appeared Tara Reardon who acknowledged herself to be the Chair of the Merrimack County Board of Commissioners and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.



Justice of the Peace/Notary Public



Commission Expiration Date: 08/23/2022



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

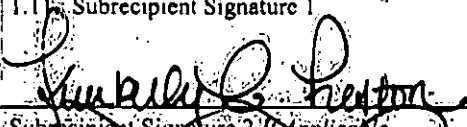



CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH Department of Justice 33 Capitol St Concord, NH 03301			Date: 3/2/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Child Advocacy Center of Coos County, Inc.		1.4. Subrecipient Address 3 State Street, Suite 1, Groveton, NH 03582	
1.5 Subrecipient Phone # (603) 636-1999	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 238,000
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Kimberly A. Preston, Executive Director	
Subrecipient Signature 2 If Applicable 		Name & Title of Subrecipient Signor 2 If Applicable Brian Beals, President - Board of Directors	
1.13. Acknowledgment: State of New Hampshire, County of Coos on 4/6/2020 , 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 SPOTTIS W. HUNTER, Justice of the Peace - New Hampshire, My Commission Expires July 31, 2024			
1.14. State Agency Signatur(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Takmina Rakhmatova Assistant Attorney General, On: 4/10/2020			
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 entirely 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 OF 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

- 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.



4/10/2020

EXHIBIT A

-SCOPE OF SERVICES-

1. The Child Advocacy Center of Coos County, Inc. as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient under the Victims of Crime Act Grant to include expenses for personnel, benefits, training, travel, language translation, accounting, supplies, insurance, payroll services, rent and monthly expenses vital to the operation of the program.
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 15th 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 grant 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
603-271-7820 or Tanya.pitman@doj.nh.gov

EXHIBIT B

-METHOD 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 Grant Agreement section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$119,000 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$119,000 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

BSB

4/6/2020

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

Subrecipient Initials

Date

VP

4/6/2020

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

ESD

4/16/2020

EXHIBIT C.

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

Subrecipient Initials: 

Date: 

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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
- ii. 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.

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

- i. it represents that— it has determined that no other entity

Subrecipient Initials

VP

Date

4/10/2020

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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



4/6/2020

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

CEP

4/16/2020

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient ~~must utilize volunteers~~ to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to ~~assist victims in applying for Victims Compensation benefits~~. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

Subrecipient Initials

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Date

4/16/2020

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

VP
4/16/2020

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. **The EEOP reporting tool and instructions can be found at: http://ojp.gov/about/ocr/faq_eeop.htm**

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document.

Kimberly A. Preston, Executive Director
Name and Title of Authorized Representative
Kimberly A. Preston 4/16/2020
Signature Date
Child Advocacy Center of Coos County
Name and Address of Agency 3 State Street, Suite 1
Groveton, NH 03582

EXHIBIT D

EEOP Reporting

I, Kimberly A. Preston [responsible official], certify that
CAC of Coos County [recipient] has completed the EEO reporting tool
certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 11/22/19 [Date]

And that Kimberly A. Preston [responsible official] has completed the
EEOP

training at: <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

3/27/2018 [date]

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

Signature: Kimberly A. Preston

Date: 4/16/2020

Subrecipient Initials VP

Date 4/16/2020

EXHIBIT E

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 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 CAC of Coos County (Applicant) certifies that any funds awarded through grant number 2018-VZ-GX-0036 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 CAC of Coos County (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: Kimberly A. Preston, Executive Director

Signature: Kimberly A. Preston

Subrecipient Initials: KAP

Date: 4/16/2020

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

EXHIBIT F

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.

Kimberly A. Preston, Executive Director
Name and Title of Head of Agency

Kimberly A. Preston
Signature

4/16/2020
Date

CAC of Coos County, 3 State St, Suite 1
Name and Address of Agency
Groveton, NH 03582

Subrecipient Initials

KAP

Date

4/16/2020

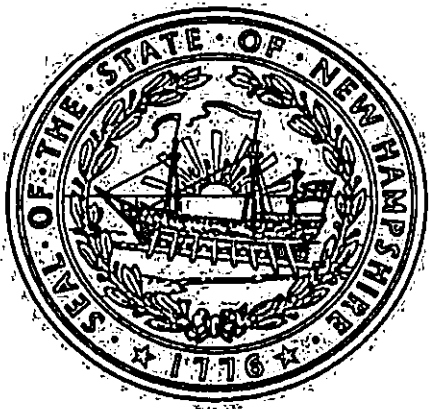
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD ADVOCACY CENTER OF COOS COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 17, 2009. 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: 608787

Certificate Number: 0004881622



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

3 State Street, Suite 1
Groveton NH 03582
Phone: (603) 636-1999
Fax: (603) 636-1185



Kimberly Preston
Executive Director
cooscac@gmail.com

Child Advocacy Center of Coos County Certificate of Authority

I, Brian Beals, hereby certify that I am duly elected President of the Child Advocacy Center of Coos County's Board of Directors. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on April 20, 2016 at which a quorum of the Board of Directors were present and voting.

VOTED: That Kimberly Preston, Executive Director, is duly authorized to enter into contracts or agreements on behalf of the Child Advocacy Center of Coos County with the State of New Hampshire and any of its agencies or departments and is further authorized to execute any documents which may in her judgement be desirable or necessary to effect the purpose of this vote.

I, hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the Child Advocacy Center of Coos County in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4-6-2020

Attest: [Signature]

Brian Beals, President of the Board of Directors, Child Advocacy Center of Coos County

The forgoing instrument was acknowledged before me, this day the 6th of April 2020 by Brian Beals.

Name, Notary Public or Justice of the Peace,

SCOTT J. WHITAKER

Justice of the Peace - New Hampshire

My Commission Expires July 31, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2020

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C No. Ext.): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net	
INSURED Child Advocacy Center of Coos County 3 State Street Unit 1 Groveton NH 03582		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: FirstComp INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **REVISION NUMBER:**

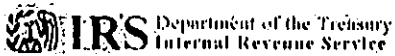
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		PHPK2076367	12/15/2019	12/15/2020	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N =Y	N/A WC0102162-11	12/15/2019	12/15/2020	<input checked="" type="checkbox"/> PER. STATUTE <input type="checkbox"/> OTH. ER. E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER: State of NH Department of Justice 33 Capitol Street Concord NH 03301	CANCELLATION: 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
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CINCINNATI OH 45999-0038

In reply refer to: 0248254921
May 05, 2017 LTR 4168C 0
30-0532145 000000 00
00017808
BODC: TE

CHILD ADVOCACY CENTER OF COOS
COUNTY INC
3 STATE ST STE 1
GROVETON NH 03582

043382

Employer ID Number: 30-0532145
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Apr. 26, 2017, regarding your tax-exempt status.

We issued you a determination letter in September 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248254921
May 05, 2017 LTR 4168C 0
30-0532145 000000 00
00017809

CHILD ADVOCACY CENTER OF COOS
COUNTY INC
3 STATE ST STE 1
GROVETON NH 03582

Sincerely yours,



Kim A. Billups, Operations Manager
Accounts Management Operations 1

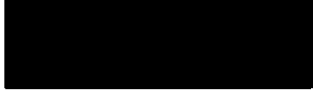
CHILD ADVOCACY CENTER OF COOS COUNTY

BOARD OF DIRECTORS

07/2019-06/2020

Brian Beals MD - GOV

President



bbeals@ccfhs.org

1st Consecutive Term

Jonathan (Jay) Stephens - GOV

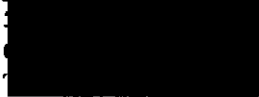
Vice President



Jonathan.Stephens@dps.nh.gov

1st Consecutive Term

Michelle Santy - FIN



michelle.santy@dhhs.state.us

1st Consecutive Term

Deborah Haynes - FIN

Treasurer/ED's Supervisor



dhaynes@ccfhs.org

2nd Consecutive Term

Brooke Grondin - GOV



brooke.grondin@sau20.org

1st Consecutive Term

Kassie Eafrazi - TBD

07/17-06/18



keafrazi@northernhs.org

1st Consecutive Term

Adam Marsh - TBD

Secretary

02/18-06/18



adammarsh@berlinpolice.org

1st Consecutive Term

Jessica Robinson

HUMAN SERVICES PROFESSIONAL



EDUCATION

Bachelor's Degree - In Progress

Southern New Hampshire University- Online

- Human Services with concentration in Child and Family Services

Associate Degree – May 2014

White Mountains Community College- Berlin, NH

- Human Services

Certificate - May 2014

White Mountains Community College- Berlin, NH

- Special Education Certificate

EXPERIENCE

Direct Service Advocate January 2017 - Present

Response to Domestic and Sexual Violence

- Provide crisis intervention, court advocacy, support and referrals to victims
- Providing support for 24-hour crisis line
- Community outreach and education on the subjects of domestic and sexual violence
- Partnering with the Child Advocacy Center to support child abuse victims and their non-offending caregivers

Family Support Worker February 2014 - March 2016

Family Resource Center - Gorham, NH

- Home visiting
- Child development, health, and nutrition education
- Assisting families with resources/coordination of services / access to community resources
- Community outreach and education

Parent Aide August 2014 - February 2015, Per Diem

Child and Family Services - Littleton, NH

- Coordinating supervised visitation for families affected by abuse and neglect
- Basic parenting and health/safety education for families
- Assisting families with resource/coordination of services

Community Integrator March 2014 - August 2014, Temporary Position

Northern Human Services - Whitefield, NH

- Support developmentally disabled clients in the home or community setting
- Provide encouragement and coaching to clients with direction from service coordinator

References available upon request

KIMBERLY A. HOYT

MAIL: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

DRIVEN ♦ ATTENTIVE ♦ CONSCIENTIOUS ♦ DILIGENT ♦ CREATIVE

How I will be an asset to the Child Advocacy Center of Coös County:

- ♦ I have 3+ years of project management/event coordination experience; my varied managerial, organizational and administrative skills would be key assets in the daily operation of the organization.
- ♦ I have 5+ years of experience working with youth and families in crisis due to a variety of issues, ranging from basic behavioral problems and family conflict, to court involved delinquency.
- ♦ My outstanding written and oral communication skills are consistently leveraged for the resolution of sensitive matters, including for the sake of public communication.
- ♦ I am familiar with many organizations and service providers in the community and have an excellent professional and personal reputation, as well as, having had positive working relationships with a variety of community stakeholders, to include local law enforcement, courts and school administrators.
- ♦ I am invested in my professional development and will evolve to meet the needs of the organization I work for and the clients I serve, by considering the specific needs within the community, keeping abreast of trends and seeking resources or additional training as necessary.

Achievements:

- ♦ Sustained Mt. Washington Auto Road's high standard of safety, customer service and participant experience, for their prestigious annual event series.
- ♦ Assisted in the successful renewal of a corporate sponsorship, resulting in \$150,000 over a three-year term.
- ♦ Improved customer access to event registration, by implementing online registration services, capturing valuable revenue at the moment of interest.
- ♦ Implemented a fundraising component to our most prestigious event, that resulted in the donation of \$4000.00 to community organizations, including the Child Advocacy Center of Coös County (2014).
- ♦ Diverted over 100+ youth and adult residents of Coös County from the Juvenile Justice and court systems, providing mentoring and guidance using the principles of Restorative Justice, to help them repair the harm caused by their actions to themselves, their families and the community at large.
- ♦ Empowered youth to take an active positive role in contributing to the community by facilitating the completion of over 1000+ hours of volunteer service for local non-profit organizations and community events.
- ♦ Instrumental in the expansion of the TCCAP Restorative Justice Center (formerly Youth Alternatives Programs) to the Lancaster and Colebrook areas, to provide consistent services to individuals across Coös County in (3) Districts and (3) Family Courts.

- ♦ Contributed to the success of several community events, fundraisers and professional development workshops by providing administrative support, volunteer support, fundraising, solicitation of donations and raising community awareness. Most notably, a free parent information evening with nationally renowned speaker Michael Nerney, an expert in adolescent brain development and high risk behavior.
- ♦ Engaged community partners across the business, health, safety, government and education sectors to inform, guide and implement relevant and effective substance abuse prevention strategies in our community through the North Country Health Consortium, on behalf of SAMSHA and BDAS.

Additional qualifications:

- ♦ Self-driven, adherence to a high standard of professional excellence and accountability.
- ♦ Extremely focused and organized, with meticulous attention to detail.
- ♦ Utilizing available resources and leveraging professional relationships to achieve goals.
- ♦ Professional demeanor, especially in areas of confidentiality.
- ♦ Comfortable speaking in front of groups, soliciting donations, commanding attention and being a champion for my organization and the communities in which I work and reside.
- ♦ Proficient in Microsoft Office and various online platforms; able to learn new programs and adapt skills, with ease.

Professional Experience:

- ♦ ***Mt. Washington Auto Road, Gorham, NH*** ***December 2012 – Present***
 - **Event Director:** Responsible for organizing and executing all aspects of Mt. Washington Auto Road's historic, signature event series. Securing and coordinating all logistical support for events, including: calendar and task management; staff coordination, delegation and recognition (including direct supervision of department assistant); vendor procurement and cost containment; volunteer recruitment, coordination and compensation; guest/participant relations and communications; post-event quality improvement assessment with key staff and supporters; assisting partner agencies and organizations with event related needs. Additional responsibilities include: organization and stewardship of event department equipment, files and associated inventory; basic administrative duties (filing, billing, preparing/disseminating department news and updates, attending bi-weekly staff meetings). Designated Manager on Duty (MOD), responsible for the executive management of business's daily operation during assigned periods, maintaining our optimal standard of safety and satisfaction, for all employees and guests.
- ♦ ***Portland Community Health Center, Portland, ME*** ***July 2012 – December 2012***
 - **Executive Assistant, Per Diem:** Provide daily support for the chief executive officer of a federally qualified health center, operated by the City of Portland, Maine. Preparation and editing of correspondence, communications, presentations and other documentation. Responsible for the daily organization of the office and files (both paper and electronic), keeping the CEO's calendar and the scheduling of appointments, conference calls, meets and events, as needed. Organizing meetings, securing meeting space, preparing materials and transcribing minutes for weekly operation meetings, bi-weekly staff meetings and monthly board of directors' meetings. Support health center staff in daily operations of the facility, including assisting senior management staff on projects and grants, as needed. Receiving and redirecting telephone communications, greet and assist patients with basic administrative needs.

- ♦ **TCCAP Restorative Justice Center, Coös County, NH** **May 2007 – July 2012**
 - Program Coordinator: Provide effective alternative interventions to first-time misdemeanor level, adult and juvenile offenders of non-violent crimes. Individual and group interaction with youth, mentoring and monitoring clients and tracking their progress in our client database. Developing and facilitating educational workshops, securing viable community service sites, coordinating and supervising community service activities as needed. Corresponding, communicating and fostering effective and positive relationships with courts, local law enforcement officials, school administrators and community partners. Knowledge of Restorative and Juvenile Justice processes, including court proceedings and writing formal motions to the court. Recruiting volunteers, making referrals to additional services and various other administrative duties. Securing donations from community organizations and businesses to support organizational activities. Represented the organization at annual meetings to advocate for municipal funding.
- ♦ **North Country Health Consortium, Littleton, NH** **February 2011 – May 2014**
 - Community Action Team Coordinator: Coordinate outreach to community groups to increase engagement in substance abuse prevention in the Berlin/Gorham area. Participate in community meetings, events and trainings as needed. Work with coalition members to implement and integrate evidence-based environmental prevention strategies. Offer support, technical assistance and information to collaborating agencies, organizations, youth groups, parents and other stakeholders. Assist in information, research, preparation and implementation of a region specific strategic plan in collaboration with the New Hampshire Bureau of Drug and Alcohol Services and the NH Center for Excellence.

Education:

- ♦ College coursework (1.5 years; approximately 15 credits) from Sacred Heart University, Fairfield, CT. Biology major; emphasis on pre-med..1998 - 2000.
- ♦ High school diploma with High Honors, Groveton High School, Groveton, NH. 1998.

Certificates:

- ♦ Certified Challenge Program Facilitator
- ♦ Certified SASSI (Substance Abuse Subtle Screening Inventory) Administrator
- ♦ Completion of NAMI's 12-week, Family to Family Education Program.

Previous Volunteer Organizations:

- ♦ Family Resource Center, Board of Directors, Fundraising Committee Member
 - BusinessNH Magazine: NH's Non-Profit Business of the Year, 2011
 - Cumulus Media, WPKQ: NH North Country Year of Service Award Recipient, 2012
- ♦ New Hampshire Juvenile Court Diversion Network, Member
- ♦ Coös County Coalition, Member

Coos County CAC

Key Personnel


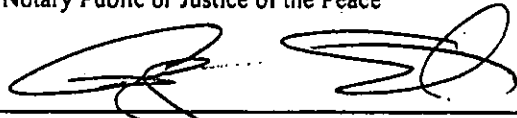

Name/Position	Annual Salary	Federal
Kim Preston/Director	\$53,872	\$40,942
Jessica Robinson/FI- MDT Coordinator	\$39,770	\$30,225

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 Street, Concord, NH 03301	
1.3. Subrecipient Name The Front Door Agency, Inc.		1.4. Subrecipient Address 7 Concord Street, Nashua, NH 03064	
1.5 Subrecipient Phone # (603) 816-0290	1.6. Account Number 02-20-20-201510-5021-0 72-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 310,000
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Maryse Kirban, CEO	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 4/3/20, 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) 		CINDY ENRIGHT Notary Public - New Hampshire My Commission Expires July 11, 2023	
1.13.2. Name & Title of Notary Public or Justice of the Peace Cindy Enright, Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u>Takhmina Rakhmatova</u> Assistant Attorney General, On: <u>4/13/2020</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>4/13/20</u>			

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. The Front Door Agency, Inc. as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for a Domestic Violence (DV) housing program provided by the Subrecipient under the Victims of Crime Act Grant. The DV program includes expenses for personnel, benefits, travel, supplies, consultants (licensed mental health counselors and class and group facilitators) client rent subsidies, transportation, software database, security system and up to 10% indirect costs.
2. 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 15th 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 three (3) years after the close of the federal grant.
4. Subrecipient shall be required to submit an annual grant 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
603-271-7820 or Tanya.pitman@doj.nh.gov

EXHIBIT B,

-METHOD 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 \$155,000 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$155,000 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials MW

Date 4/3/20

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.

12. 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>

13. 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

Subrecipient Initials mw

Date 4/3/20

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract., or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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
- ii. 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.

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

- i. it represents that— it has determined that no other entity

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
-
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses; compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. **The EEOP reporting tool and instructions can be found at:** http://ojp.gov/about/ocr/faq_eeop.htm

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.
- 43. Subrecipients that directly pass through grant funding to any other entity must ensure that there is an effective system of monitoring those sub-award entities. The pass-through entity is required to monitor their sub-awards programmatic and financial compliance of the program. Pass-through entities must ensure compliance with VOCA rule 94.106 Monitoring Requirements and 2 CFR 200.331 in regards to the sub-award(s) and monitoring.

I have read and understand all 43 special provisions contained in this document:

Maryse Hirsch, CEO

Name and Title of Authorized Representative

[Signature]

Signature

4/3/20

Date

The Front Door Agency Inc. 7 Concord St. North, NJ 07044

Name and Address of Agency

Subrecipient Initials mm

Date 4/3/20

EXHIBIT D

EEOP Reporting

I, Maryse Wirbal [responsible official], certify that

The Front Door Agency [recipient] has completed the EEO reporting tool certification

form at: https://oip.gov/about/ocr/faq_eeop.htm on 4/7/2020 [Date]

And that Maryse Wirbal [responsible official] has completed the EEOP

training at <https://oip.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

4/7/2020 [date]

I further certify that:

The Front Door Agency Inc. [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 4/8/20

Subrecipient Initials mw
Date 4/8/20

EXHIBIT E

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 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 Front Door Agency Inc. (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Front Door Agency Inc. (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: Maryse Kirbal, CEO

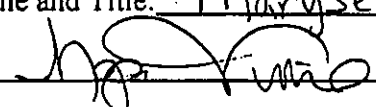
Signature: 

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcmpliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

EXHIBIT F

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.

Maryse Wiribal, CEO

Name and Title of Head of Agency

[Signature]

Signature

4/7/2020

Date

The Front Door Agency Inc. 7 Concord St. Nashua NY 03064

Name and Address of Agency

State of New Hampshire

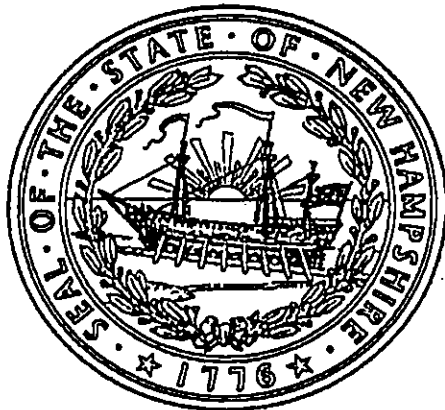
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRONT DOOR AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 06, 1987. 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: 108359

Certificate Number: 0004886292



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Erin Almeda, hereby certify that I am duly elected Clerk/Secretary of
(Name)

The Front Door Agency I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on February 12th, 2020
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Maryse Wirbal, CEO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

The Front Door Agency, Inc. with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any

documents which may in his/her judgment be desirable or necessary to effect

the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 4/3/2020

ATTEST:

Erin Almeda, Secretary
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2020

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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard	
	PHONE (A/C No., Ext): 603-689-7229	FAX (A/C No.): 603-886-4230
E-MAIL ADDRESS: cbeauregard@eatonberube.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Insurance		22292
INSURER B: AmTrust Group		42376
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1747986823 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBV9151600	5/5/2019	5/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZBV9151600	5/5/2019	5/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3790988	5/5/2019	5/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Management Liab Claims Made			LHV9132930	5/5/2019	5/5/2020	D&O \$1,000,000 EPL \$1,000,000 Fiduciary \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information: No excluded officers; Coverage for NH.
Retentions on Management Liability: D&O \$2,500; EPL \$5,000; Fiduciary \$500.

CERTIFICATE HOLDER State of New Hampshire Department of Justice 33 Capitol Street Concord NH 03301	CANCELLATION 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 



IRS Department of the Treasury
Internal Revenue Service

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

In reply refer to: 4077552417
May 14, 2012 LTR 4168C 0
02-0405852 000000 00

00036030
BODC: TE

THE FRONT DOOR AGENCY INC
7 CONCORD ST
NASHUA NH 03064-2328



052297

Employer Identification Number: 02-0405852
Person to Contact: Dee Anna Jarmon
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 27, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1993.

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. Bequests, 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.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

The Front Door Agency
Key Employee List

<u>Name/Title</u>	<u>Salary</u>
Maryse Wirbal, Chief Executive Officer	\$ 98,500
Rebecca Gagne, Director, Transformational Housing	\$ 65,000
Emily Keane, Case Manager Phase I TH Program	\$ 40,000
Kelsey Sanborn, Case Manager	\$ 34,000
Cindy Enright, Business Manager	\$ 44,000

REBECCA GAGNE

SUMMARY

A Human Services Professional with over fifteen years experience working in a residential program for women and children. Experience includes: team leadership, substance abuse; mental health; domestic violence, property management, community outreach, and empowering families to transition from crisis to self-sufficiency.

PROFESSIONAL EXPERIENCE

Director of Transformational Housing April 2012-Present
THE FRONT DOOR AGENCY, INC., Nashua, New Hampshire
A not-for-profit, 501(c) tax-exempt organization assisting individuals and families in crisis transition to self-sufficiency formally known as the Nashua Pastoral Care Center, Inc.

Providing oversight for a residential Transformational Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Establishing outcome measurements and ensuring program objectives are met.
- Supervision of all direct service staff, residential aides, program administrative staff and maintenance personnel.
- Overseeing maintenance issues at all three owned properties.
- Providing oversight on all program policies and procedures.
- Participating in community activities.
- Representing the agency in the community.

Case Manager December 2001-April 2012
THE NASHUA PASTORAL CARE CENTER, Nashua, New Hampshire
Providing extensive case management for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Providing support, advocating and assisting in eliminating barriers to enhance resident's ability to succeed.
- Coordinating all services necessary for the resident to become a self-sufficient member of the community.
- Participating in community activities.

Case Manager

May 2001-December 2001

GIRLS INC., Nashua, New Hampshire

Duties included assisting ten young women ages 14-21 with daily living in a nonprofit residential living facility. Job required effective coordination and linkage of all academic and career related components, time management, positive role modeling, empathetic listening, developing and following individual treatment plans, connecting with people and resources, and follow up. Other duties involved organizing the volunteer program, coordinating educational sessions and activities.

Pre-School Teacher

July 2000-May 2001

GIRLS INC., Nashua, New Hampshire

Duties included: planning and implementing a monthly curriculum aiding children physically, socially, emotionally, and intellectually; providing age appropriate activities to encourage creative expression and appreciation of the arts; and creating a monthly parent newsletter.

EDUCATION

Leadership Greater Nashua

Sept 2016-June 2017

Comprehensive overview of the various elements of the Greater Nashua Community

Velocity Performance's Leadership Academy

Certified CPR AED

August 2014

Certified Non-violent Crisis Intervention

Since 2008

Graduate**NEW ENGLAND SCHOOL ON ADDICTION STUDIES**

June 2008 & 2006

New Hampshire Training Institute on Addictive Disorders

BA in Psychology

December 1999

KEENE STATE COLLEGE, Keene, New Hampshire

Member, Delta Phi Epsilon (1997-1999)

AS in Chemical Dependency

May 1999

KEENE STATE COLLEGE, Keene, New Hampshire

VOLUNTEER EXPERIENCE

Board of Directors

SKIP (School Kids in Peterborough)

2014-2017

Day of Caring Committee Member:

United Way of Greater Nashua

2011- 2015

Big Sister:

Big Brothers and Big Sisters Organization of Nashua

2004-2012

Internship:

Alvirne High School, Hudson, NH Guidance Department

1999

REFERENCES FURNISHED UPON REQUEST
--

Emily May Keane

Work Experience:

7/1/2019

Phase I Case Manager, The Front Door Agency, Inc.

- Oversees case management of single mothers and their children
- Provides direction in activating their educational and financial goals
- Supports and develops a positive environment for women and children of all backgrounds
- Develops weekly house meetings to fit the needs for the clients in the home
- Screens and assesses potential candidates to the program.

5/13/17-7/1/2019

Treatment Coordinator for dual clients, South Bays, Inc.

- Lead psychotherapy groups on mental health and drug uses
- Participate in treatment planning and consult with members of our multidisciplinary team.
- Coordinate treatment for all clients admitted to the Day Treatment Programs.
- Facilitate treatment planning meetings and UR/MDT as needed and crisis management.
- Engage clients in team and individual meetings

11/28/2017-3/28/2018 Intern, Division of Child, Youth and Families

- Completed court reports and parenting plans.
- Engaged in the system of learning of care for children and parents involved in DCYF system.
- Performed home and foster care home visits.

2/1/2016-11/28/2017 Inpatient Behavioral Health, Southern New Hampshire Medical Center

- Provided oversight to the crisis stabilization unit.
- Supported veterans, people with addiction and mental health enter into both short and long-term hospital treatment.
- Provided information on public and private resources to clients to access to ensure a holistic approach of care, including shelters, housing, medication, support groups and medical care.
- Developed and enhanced connections with resources and to veteran services.
- Participated in Milieu management, working with a team of doctors and nurses to ensure overall health.
- Participated in the Behavioral Health Rapid Response Team
- Administered DBT, CBT, Art therapy, Anger management and other group therapies
- Processed daily progress notes
- Handled a daily client case load

08/05/13- 7/8/2015 Resident Group Home Program Manager, Lowell, MA

- Provided direction and support to staff and clients for a 24/7 program.
- Responded to house needs through pager system during off hours.
- Completed weekly and monthly administrative tasks to effectively run the housing portion of the program.
- Trained new staff
- Directly supervised staff
- MAP trained in State of Massachusetts
- Ordered and distributed necessary medication to residents when indicated
- Represented as a human rights officer for clients and answering questions for staff
- Responsible for staff schedule and responsibilities
- Making and going to appointments with clients
- Keeping close contact with parents and family of the clients

09/01/10-08/05/13 Residential Counselor, Crotched Mountain, Greenfield, NH

- Worked predominately with the most extreme permanent child residents at the Mountain successfully (1:1 and up to a 4:1 ratio), who suffer from a multitude of severe behavioral disorders including Autism, TBI and Bi-Polar disorder without any compromise in control or patient safety despite constant unexpected, radical and often violent behavioral changes.
- Considered by management as a consistent and reliable "go-to," counselor ready and available should any extreme situations arise, or lack of staff; and maintained a good attendance record.
- Proved dependable to staff in quieting outbursts in a timely fashion
- Responsible for fostering and upholding a balanced and stable emotional environment for and around the residents, as well as putting them to bed and procuring their safety and overall wellbeing well under my supervision.
- Showed up on time and with bountiful enthusiasm, was well rested, and carried a positive and focused energy from start to finish; backed by a personal desire to improve resident life-circumstance and attitude on life. Working with families for better care of the child

Education:

2015-2020

Capella University- Masters Degree in Clinical Mental Health

2011-2014

Granite State College- Bachelor's Degree in Mental Health

2010

Nashua Community College – Associate's Degree in Human Services

Education

University of New Hampshire at Manchester- *Manchester, NH*- Bachelor of Arts May 2015

- Majors: Psychology and Communication Arts, cum laude

Work Experience

Phase II Case Manager at the Front Door Agency- *Nashua, NH* August 2017- Present

- Meet with clients on a weekly basis to talk about their lives in the program and goals they want to achieve, with focus on parenting, relationships, finances, education, and wellbeing
- Communicate with other organizations to coordinate activities and volunteers
- Represent the Agency at Volunteer Fairs and Community events
- Perform apartment checks to maintain standards and collect laundry coins
- Create leases, program agreements, and other housing related paperwork
- Complete all Agency, State, and Federal paperwork in a timely manner (Including HUD and HOME)

Intake Specialist at Rockingham Community Action- *Derry, NH* August 2015- August 2017

- Interview clients and collect all necessary paperwork to complete fuel, electric, and crisis program applications
- Perform outreach tasks such as identifying possible locations, distributing materials, and promoting our services
- Understand the rules and regulations of the FAP, EAP, SEAS, WXN, and housing programs
- Work with the elderly, disabled, and low income population

Program Assistant at 21st Century Community Learning Centers- *Manchester, NH* September 2013- May 2015

- Planned and ran afterschool clubs for students in grades K-5
- Supervised students throughout the afternoon and assisted with homework

Teller I at TD Bank, N.A. - *Wilton, NH* July 2011-January 2013

- Assisted customers with transactions and sold TD Bank products
- Handled confidential and sensitive information

Internship Experience

Disney College Program at Walt Disney Company- *Orlando, FL* August 2014- January 2015

- Worked in Attractions and performed parade access control during the Christmas season
- Assisted park guests with their inquiries while maintaining the Disney image and ideals

Title-I Intern at Hallsville Elementary School- *Manchester, NH* January 2014- June 2014

- Aided the Title-I supervisor with clerical work
- Organized and ran Lunch-Bunch program for select students for social skill improvement
- Conducted enrichment programs that focused on blogging skills for grades 2-5

Research Experience

Needs Based Assessment for the YWCA of Manchester January 2015-May 2015

- Created a survey, facilitated focus groups, and analyzed final results of project
- Presented at the UNH Manchester Undergraduate Research Conference 2015 and at the YW in Manchester

Other Experience

Study Abroad at James Cook University- *Townsville, Australia* January 2013-June 2013

CPR, AED, and First Aid Certified Expires 2021



BOARD OF DIRECTORS 2019-2020

MEMBERS	OCCUPATION	RESIDENCY
Jessica Ackerman, Immediate Past-President	Deloitte & Touche	Nashua
Erin Almeda, Secretary	Formally, Concord Hospital	Nashua
Jed Anderson*	Weisman, Tessier, Lambert and Halloran	Nashua
Suzanne Beaubien, President-Elect	Bellwether Community Credit Union	Nashua
Maria Botcheva	Citizens Bank,	Nashua
Karen Carlisle	The Event Center-Courtyard by Marriott	Merrimack
John Chase, Treasurer	Retired, BAE Systems	Amherst
Carol Connor	Retired, The Front Door Agency	Amherst
Kevin Flynn	St. Joseph Hospital	Nashua
Nick Frasca	Frasca & Frasca, P.A.	Nashua
Lyn Healy	Education Consultant	Bedford
Joyce Hillis	Devine, Millimet and Branch	Nashua
Cory Hussey	Stanley Elevator	Hollis
Robert Kennedy*	BAE Systems	Amherst
Linda Lafleur, President	SquareTail Advisors	Londonderry
Tina-Marie Liles	PMIS	Londonderry
David S. McGinley	Retired	Bedford
Jeff Monahan	The Monahan Companies	Nashua
Meagan Pollack, Vice President	Curriculum Associates	Hudson
John Porter	Keller Williams Realty	Hollis
Walter Razzaboni, Jr.	UBS Financial Services	Nashua
Robert Shaw*	Texas Instruments	Nashua
Melissa Swidler	SWI Designs	Nashua
Alyssa Turcotte	Eaton & Berube Insurance	Manchester
Chris Wilcox	Lowell Five Bank	Nashua
John Ziembra*	Triangle Credit Union	Bedford

*Denotes Past Presidents



THE FRONT DOOR AGENCY, INC.

Financial Statements
For the Year Ended June 30, 2019

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7

INDEPENDENT AUDITORS' REPORT

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

The Board of Directors
The Front Door Agency, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of The Front Door Agency, Inc., which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 auditors' 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 entity'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.

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 Front Door Agency, Inc. as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

The financial statements of The Front Door Agency, Inc. for the year ended June 30, 2018 were audited by another auditor, whose report dated October 25, 2018 expressed an unmodified audit opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Melanson Heath

November 7, 2019

THE FRONT DOOR AGENCY, INC.

Statement of Financial Position

June 30, 2019

(with comparative totals as of June 30, 2018)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019</u>	<u>2018</u>
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 574,284	\$ 133,511	\$ 707,795	\$ 611,681
Accounts receivable, net	41,925	-	41,925	23,181
Contributions receivable, net	1,817	91,290	93,107	419,021
Other current assets	547	-	547	1,632
Total Current Assets	<u>618,573</u>	<u>224,801</u>	<u>843,374</u>	<u>1,055,515</u>
Investments	799,722	410,533	1,210,255	705,882
Revolving Loan and Security Receivables, Net	151,063	-	151,063	147,463
Property and Equipment, Net	<u>1,290,744</u>	<u>-</u>	<u>1,290,744</u>	<u>1,328,331</u>
Total Assets	<u>\$ 2,860,102</u>	<u>\$ 635,334</u>	<u>\$ 3,495,436</u>	<u>\$ 3,237,191</u>
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Current portion of long-term debt	\$ 9,205	\$ -	\$ 9,205	\$ 8,294
Accounts payable	22,453	-	22,453	21,845
Accrued payroll and related liabilities	4,016	-	4,016	4,678
Other liabilities	<u>15,496</u>	<u>-</u>	<u>15,496</u>	<u>21,699</u>
Total Current Liabilities	<u>51,170</u>	<u>-</u>	<u>51,170</u>	<u>56,516</u>
Long-term Debt, Net of Current Portion	798,128	-	798,128	860,543
Revolving Loan and Security Payables	182,327	-	182,327	173,308
Security Deposits	<u>10,269</u>	<u>-</u>	<u>10,269</u>	<u>12,134</u>
Total Liabilities	<u>1,041,894</u>	<u>-</u>	<u>1,041,894</u>	<u>1,102,501</u>
Net Assets:				
Without donor restrictions:				
Undesignated	1,416,036	-	1,416,036	953,984
Board designated	402,172	-	402,172	324,943
With donor restrictions:				
Purpose restrictions	-	272,149	272,149	171,957
Time restrictions	-	60,000	60,000	383,141
Perpetual endowment	-	303,185	303,185	300,665
Total Net Assets	<u>1,818,208</u>	<u>635,334</u>	<u>2,453,542</u>	<u>2,134,690</u>
Total Liabilities and Net Assets	<u>\$ 2,860,102</u>	<u>\$ 635,334</u>	<u>\$ 3,495,436</u>	<u>\$ 3,237,191</u>

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

THE FRONT DOOR AGENCY, INC.

Statement of Activities

For the Year Ended June 30, 2019
(with comparative totals for the Year Ended June 30, 2018)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 Total</u>
SUPPORT, REVENUE, AND OTHER				
Support:				
Contributions and grants	\$ 642,043	\$ 175,954	\$ 817,997	\$ 906,891
Debt forgiveness	53,984	-	53,984	53,984
Special events:				
Gross special events revenue	400,247	-	400,247	379,258
Less cost of special events	<u>(29,268)</u>	<u>-</u>	<u>(29,268)</u>	<u>(11,263)</u>
Net special events revenue	370,979	-	370,979	367,995
Revenue:				
Rental income, net of write-offs	144,385	-	144,385	149,897
Other:				
Investment income	41,176	5,693	46,869	53,283
Other revenue	6,154	-	6,154	2,420
Net assets released from restriction	<u>402,076</u>	<u>(402,076)</u>	<u>-</u>	<u>-</u>
Total Revenues, Support, and Other	1,660,797	(220,429)	1,440,368	1,534,470
EXPENSES				
Program Services Expense:				
Transformational housing	555,260	-	555,260	513,580
Housing stability	251,914	-	251,914	186,252
Other programs	<u>47,988</u>	<u>-</u>	<u>47,988</u>	<u>63,399</u>
Total Program Services Expense	855,162	-	855,162	763,231
Supporting Services Expense:				
Management and general	111,791	-	111,791	105,804
Fundraising and development	<u>154,563</u>	<u>-</u>	<u>154,563</u>	<u>118,179</u>
Total Supporting Services Expense	266,354	-	266,354	223,983
Total Expenses	1,121,516	-	1,121,516	987,214
Change in Net Assets	539,281	(220,429)	318,852	547,256
Net Assets, Beginning of Year	<u>1,278,927</u>	<u>855,763</u>	<u>2,134,690</u>	<u>1,587,434</u>
Net Assets, End of Year	<u>\$ 1,818,208</u>	<u>\$ 635,334</u>	<u>\$ 2,453,542</u>	<u>\$ 2,134,690</u>

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

THE FRONT DOOR AGENCY, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2019
(with comparative totals for the Year Ended June 30, 2018)

	Program Services			Supportive Services		2019 Total	2018 Total	
	Transformational Housing	Housing Stability	Other Programs	Total Program	Management and General			Fundraising and Development
Personnel expense:								
Salaries and wages	\$ 238,710	\$ 75,201	\$ 29,042	\$ 342,953	\$ 57,230	\$ 107,786	\$ 507,969	\$ 426,351
Employee benefits	22,515	8,863	2,932	34,310	9,306	12,904	56,520	42,459
Payroll taxes	18,426	5,690	2,182	26,298	4,283	8,178	38,759	33,053
Direct assistance:								
Holiday/Santa Fund program	-	-	11,913	11,913	-	-	11,913	20,328
Rental assistance	9,320	81,749	-	91,069	-	-	91,069	87,205
Utility assistance	215	8,214	-	8,429	-	-	8,429	7,426
Security deposit assistance	4,770	3,326	-	8,096	-	-	8,096	3,005
Therapy - child contracted	30,011	-	-	30,011	-	-	30,011	-
Other	7,489	1,480	53	9,022	-	-	9,022	8,264
Fees for services:								
Accounting	-	-	-	-	9,125	-	9,125	8,695
Other	2,842	1,890	-	4,732	5,062	5,650	15,444	13,288
Advertising and promotion	535	159	-	694	1,514	3,370	5,578	6,325
Depreciation	73,658	1,206	-	74,864	1,010	-	75,874	76,858
Information technology	2,594	1,900	-	4,494	282	5,970	10,746	15,301
Insurance	11,756	2,993	-	14,749	3,439	-	18,188	17,980
Interest	34,794	13,882	-	48,676	-	-	48,676	51,672
Licenses and fees	-	-	-	-	-	13,128	13,128	10,376
Miscellaneous	674	42	-	716	793	5,459	6,968	3,999
Occupancy	86,687	40,546	-	127,233	10,815	6,544	144,592	127,977
Office expenses	311	2,952	1,094	4,357	7,221	8,861	20,439	18,833
Telephone and communication	9,953	1,821	772	12,546	1,711	2,481	16,738	15,582
Venues	-	-	-	-	-	3,500	3,500	3,500
Total expenses by function	555,260	251,914	47,988	855,162	111,791	183,831	1,150,784	998,477
Less expenses included on the Statement of Activities:								
Cost of special events	-	-	-	-	-	(29,268)	(29,268)	(11,263)
Total reported on the Statement of Activities	\$ 555,260	\$ 251,914	\$ 47,988	\$ 855,162	\$ 111,791	\$ 154,563	\$ 1,121,516	\$ 987,214

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

THE FRONT DOOR AGENCY, INC.

Statement of Cash Flows

For the Year Ended June 30, 2019
(with comparative totals for the year ended June 30, 2018)

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 318,852	\$ 547,256
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	75,874	76,858
Bad debt expense	13,625	4,938
Debt forgiveness	(53,984)	(53,984)
Unrealized loss (gain) on investments	63,123	(17,135)
Realized gain on investments	(65,097)	(3,041)
Changes in operating assets and liabilities:		
Accounts receivable	(32,369)	16,519
Contributions receivable	325,914	(358,449)
Other current assets	1,085	1,468
Accounts payable	608	3,707
Accrued payroll and related liabilities	(662)	(391)
Other liabilities	<u>(8,068)</u>	<u>(8,150)</u>
Net Cash Provided By Operating Activities	638,901	209,596
Cash Flows From Investing Activities:		
Proceeds from sale of investments	546,354	35,000
Purchase of investments	(1,048,753)	(131,094)
Purchase of fixed assets	<u>(38,286)</u>	<u>(44,454)</u>
Net Cash Used By Investing Activities	(540,685)	(140,548)
Cash Flows From Financing Activities:		
Principal payments of long-term debt	(7,520)	(7,332)
Change in revolving loan and security receivables	(3,600)	(26,710)
Change in revolving loan and security payables	<u>9,019</u>	<u>7,468</u>
Net Cash Used By Financing Activities	(2,101)	(26,574)
Net Change in Cash and Cash Equivalents	96,115	42,474
Cash and Cash Equivalents, Beginning of Year	<u>611,681</u>	<u>569,207</u>
Cash and Cash Equivalents, End of Year	\$ <u>707,796</u>	\$ <u>611,681</u>
Supplemental Disclosures:		
Interest paid	\$ <u>12,022</u>	\$ <u>12,195</u>

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

THE FRONT DOOR AGENCY, INC.

Notes to Financial Statements

For the Year Ended June 30, 2019

1. Organization

The Front Door Agency, Inc. (the Agency) is a non-profit public benefit corporation which was incorporated on February 6, 1987. The Front Door is unequivocally committed to helping homeless and disadvantaged people in the Greater Nashua community achieve stability, have the opportunity to transform, and ultimately flourish. Since its inception, the Agency has been offering support, fostering education and providing services to assist individuals and families transition from crisis to self-sufficiency. It believes that dignity, respect and compassion is deserved for all people and that through education, every person can grow and succeed.

The Agency's core programs were collaboratively developed to provide a comprehensive approach that addresses the root causes of homelessness and poverty. These programs include:

- **Transformational Housing Program** provides long term transitional housing to homeless single mothers and their children. With a program design of "self-help", mothers must be motivated to create change. The program is not an emergency shelter, but serves as a comprehensive long term "next step" on the road to self-sufficiency as it is the program's primary goal to reduce barriers to higher education in order to increase every client's employability and income so mothers are empowered to regain their confidence and achieve independence.

The Transformational Housing Program enables clients to remove personal barriers so they can successfully access college degree, credentialing, apprenticeship, or job-skills training programs. The program has had a great success of women graduating with degrees in areas such as accounting, paralegal, marketing, nursing, and social work. Others have earned a job skill in areas of LNA, welding, CDL driving, and culinary arts.

- **Housing Stability Program** helps all individuals and families currently experiencing homelessness or on the verge of homelessness by providing prevention and intervention assistance with rent and utilities. Through its security deposit loan program, it help families obtain housing with a no-interest or fee security deposit that is repaid over a 24-month period eliminating the barrier to entry. Others who may face a temporary crisis such as an illness or job reduction or loss of a spouse can receive short-term rental assistance to help them avoid homelessness as they regain self-sufficiency. The Agency also offers short-term rental subsidies that gradually reduce over a few months to help families become housing stable. All families receive extensive case management and budgeting assistance.

- **Financial Literacy** is a series of workshops that is offered twice per year to the general public. Personal credit reports and budgets are examined and facilitators provide direction and education on basic banking opportunities, ways to save and how to reduce costs.
- **Holiday Santa** – each year the Agency helps nearly 800 children during the holidays with gifts and clothing.

2. Significant Accounting Policies

Change In Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in fiscal year 2019 and the presentation in these financial statements has been adjusted accordingly.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, are excluded from this definition.

Accounts Receivable

Accounts receivable consist primarily of amounts for services and programs. The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Agency's management and adjusted as required through the provision for doubtful accounts (bad debt expense).

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Statement of Financial Position. Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external and direct internal investment expenses.

Property and Equipment

Property and equipment additions over \$2,500 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 27 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2019 or 2018.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment and net assets for scholarships.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Agency to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payment due in future years have an implied restriction to be used in the year of payment is due and, therefore, are reported as net assets with donor restrictions until the payment is due unless the contribution is clearly intended to support activities in the current year. Conditional promises, such as matching grants, are recognized when they become unconditional, that is, until all the conditions on which they depend are met.

Donated Services and In-Kind Donations

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Agency has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Agency is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Agency is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2019 and 2018, the Agency was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from Board members, governmental agencies, and entities supportive of the Agency's mission.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly

transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Agency measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Agency is required to measure at fair value (for example, unconditional promises to give and in-kind contributions).

The primary uses of fair value measures in the Agency's financial statements are initial measurement of noncash gifts and unconditional promises to give, and recurring measurement of investments, the line of credit, and long-term debt. The carrying amounts of cash and cash equivalents, receivables, other current assets, accounts payable, accrued payroll and related liabilities, and other liabilities approximate fair value due to their short-term nature. The carrying value amount of receivables and payables due in more than one

year is based on the value of expected future cash receipts and disbursements, and approximates fair value.

New Accounting Standards to be Adopted in the Future

Revenue from Contracts with Customers

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*. The ASU's core principle is that an organization will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of the financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. This standard will be effective for the Agency for the year ending June 30, 2020. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Agency for the year ending June 30, 2022. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributions Received and Contributions Made

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The purpose of this amendment, due to diversity in practice, is to clarify the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. This standard will be effective for the Agency for the year ending June 30, 2020. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at June 30, 2019 and 2018:

Financial assets at year end:		
	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 707,795	\$ 611,681
Accounts receivable, net	41,925	23,181
Contributions receivable, net	93,107	419,021
Investments	<u>1,210,255</u>	<u>705,882</u>
Total financial assets	2,053,082	1,759,765
Less amounts not available to be used within one year:		
Net assets with purpose restrictions that will not be met in one year (scholarships)	(130,176)	(116,114)
Donor-restricted endowment	<u>(303,185)</u>	<u>(300,665)</u>
	<u>(433,361)</u>	<u>(416,779)</u>
Financial assets available to meet general expenditures over the next twelve months	\$ <u>1,619,721</u>	\$ <u>1,342,986</u>

The Agency regular monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next twelve months, the Agency operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As part of its liquidity management plan, the Agency also has \$75,000 line of credit available to meet cash flow needs.

4. Accounts Receivable, Net

Accounts receivable at June 30, 2019 and 2018 are comprised of the following:

Description	2019			2018		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Other programs	<u>41,925</u>	<u>-</u>	<u>41,925</u>	<u>23,181</u>	<u>-</u>	<u>23,181</u>
Total	\$ <u>41,925</u>	\$ <u>-</u>	\$ <u>41,925</u>	\$ <u>23,181</u>	\$ <u>-</u>	\$ <u>23,181</u>

5. Contributions Receivable, Net

Unconditional contributions receivable are estimated to be collected as follows at June 30, 2019 and 2018:

	2019			2018		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Within one year	\$ 98,940	\$ (5,833)	\$ 93,107	\$ 424,854	\$ (5,833)	\$ 419,021
One to five years	-	-	-	-	-	-
More than five years	-	-	-	-	-	-
Total	\$ 98,940	\$ (5,833)	\$ 93,107	\$ 424,854	\$ (5,833)	\$ 419,021

6. Revolving Loan and Security Receivables and Payables

Homeless Housing and Access Revolving Loan Fund (HHARLF)

The Homeless Housing and Access Revolving Loan Fund provides guarantees of rental security deposits and/or first month rent to eligible persons. A voucher is issued to the landlord for the client's security deposit and cash is advanced for the first month's rent. The client is responsible for making monthly payments toward the security deposit and/or first month's rent to the Agency. When the security deposit is paid in full, the Agency pays the landlord for the security voucher. If the lease is terminated and the landlord redeems the voucher, the Agency absorbs any unpaid balance due from the client.

Housing Security Guarantee Program (HSGP)

The Agency and the State of New Hampshire are working together with the Housing Security Guarantee Program. Landlords are provided with vouchers instead of cash for security deposits. The client agrees to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency pays the landlord in exchange for the voucher. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client is billed to the State.

The receivables under these programs at June 30, 2019 and 2018 consisted of the following:

Description	2019			2018		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Homeless housing and access - clients	\$ 3,483	\$ -	\$ 3,483	\$ 11,137	\$ -	\$ 11,137
Housing security guarantee - clients	107,627	-	107,627	112,336	-	112,336
Housing security guarantee - State	371	-	371	4,402	-	4,402
Revolving loan fund - clients	42,098	(2,516)	39,582	22,304	(2,716)	19,588
Total	\$ 153,579	\$ (2,516)	\$ 151,063	\$ 150,179	\$ (2,716)	\$ 147,463

7. Investments

Investments are comprised of the following at June 30, 2019:

Investment Type	2019	
	Fair Value	Level 1
Money market funds	\$ 1,005	\$ 1,005
U.S. equity funds	217,226	217,226
International equity funds	477,574	477,574
Taxable fixed income funds	453,538	453,538
Mixed asset funds	60,912	60,912
Total	<u>\$ 1,210,255</u>	<u>\$ 1,210,255</u>

As discussed in Note 2 to these financial statements, the Agency 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 Agency's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for identical assets in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

8. Endowment

The Agency's endowment policy is guided by the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and the applicable laws of the State of New Hampshire to which the Agency's invested funds are subject. The Agency's Finance Committee is responsible for the management of invested funds, for making investment allocations, and for adherence to its spending policy.

Types of Funds

Net assets associated with endowment funds are classified as without-donor-restriction or donor-restricted based on the existence of absence of donor-imposed restrictions, as required by accounting principles generally accepted in the United States of America. Endowments include donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. Endowments provide funding to supplement essential program budgets, implement new programs, enhance existing programs, and to fund capital needs.

Endowment net asset composition consists of the following as of June 30, 2019 and 2018:

	<u>Without Donor Restriction</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>June 30, 2019</u>			
Donor-restricted	\$ -	\$ 410,533	\$ 410,533
Board-designated	392,172	-	392,172
Unrestricted	<u>407,550</u>	<u>-</u>	<u>407,550</u>
Total	<u>799,722</u>	<u>\$ 410,533</u>	<u>\$ 1,210,255</u>
<u>June 30, 2018</u>			
Donor-restricted	\$ -	\$ 300,665	\$ 300,665
Board-designated	314,943	-	314,943
Unrestricted	<u>90,274</u>	<u>-</u>	<u>90,274</u>
Total	<u>\$ 405,217</u>	<u>\$ 300,665</u>	<u>\$ 705,882</u>

Return Objectives, Risk Parameters, Strategies, and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities. The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities, and cash.

The Agency's spending policy is to appropriate up to 7% of the average market value of the endowment fund based on the last three years average value of the endowment fund. The Agency's spending policy for the scholarship fund is to appropriate up to 5% of the average market value of the scholarship fund annually.

Changes in endowment net assets for the years ended June 30, 2019 and 2018 were as follows:

	Without Donor Restriction	With Donor Restrictions	Total
<u>Year Ended June 30, 2019</u>			
Endowment net assets, beginning of year	\$ 405,217	\$ 300,665	\$ 705,882
Investment return, net	41,176	5,693	46,869
Contributions	353,329	106,175	459,504
Appropriation of endowment assets	-	(2,000)	(2,000)
Distribution pursuant to policy	-	-	-
Endowment net assets, end of year	<u>\$ 799,722</u>	<u>\$ 410,533</u>	<u>\$ 1,210,255</u>
<u>Year Ended June 30, 2018</u>			
Endowment net assets, beginning of year	\$ 391,344	\$ 297,665	\$ 689,009
Investment return, net	48,873	-	48,873
Contributions	-	3,000	3,000
Appropriation of endowment assets	-	-	-
Distribution pursuant to policy	<u>(35,000)</u>	<u>-</u>	<u>(35,000)</u>
Endowment net assets, end of year	<u>\$ 405,217</u>	<u>\$ 300,665</u>	<u>\$ 705,882</u>

9. Property, Equipment, and Depreciation

Property and equipment consist of the following at June 30:

	<u>2019</u>	<u>2018</u>
Land, building, and improvements	\$ 2,187,853	\$ 2,136,734
Leasehold improvements	58,361	56,941
Equipment and furniture	<u>15,685</u>	<u>29,937</u>
Subtotal	2,261,899	2,223,612
Less accumulated depreciation	<u>(971,155)</u>	<u>(895,281)</u>
Total	<u>\$ 1,290,744</u>	<u>\$ 1,328,331</u>

10. Revolving Line of Credit

At June 30, 2019 and 2018 the Agency had a \$75,000 revolving line of credit available. Amounts borrowed on the credit line are payable on demand and carry an interest rate of Prime plus 0.5% (currently 5.75%). The credit line is secured by all assets, and expires on October 30, 2021. There were no borrowings on the line in fiscal years 2019 and 2018.

The line of credit is categorized in the fair value hierarchy as Level 2.

11. Long-Term Debt

Long-term debt consists of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Mortgage payable to New Hampshire Community Loan Fund, secured by land and building (C Street), due in monthly installments of \$218 including principal and interest at 4%, due August 2025.	\$ 10,385	\$ 12,233
Mortgage payable to Citizens Bank, secured by land and building (Vine Street), due in monthly installments of \$523 including principal and interest at 6.5%, due October 2022.	55,381	57,914
Mortgage payable to Community Housing Capital, secured by land and building (Shattuck Street), due in monthly installments of \$886 including principal and interest at 5%, due June 2027.	145,583	148,721
Mortgage payable to City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years, retroactively to March 2007.	45,850	52,400
Mortgage payable to City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years beginning December 2012.	226,634	244,069
Mortgage payable to City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 11 years to January 2022.	120,000	150,000
Mortgage payable to City of Nashua, secured by land and building (Concord Street). Neither Interest nor principal is due as long as the Agency owns the property and meets affordability criteria.	<u>203,500</u>	<u>203,500</u>
Total	807,333	868,837
Less amount due within one year	<u>(9,205)</u>	<u>(8,294)</u>
Long-term debt, net of current portion	<u>\$ 798,128</u>	<u>860,543</u>

Maturities of long-term debt are as follows:

Fiscal Year	Total
2020	\$ 9,205
2021	9,503
2022	9,709
2023	4,009
2024	4,215
Thereafter	<u>174,708</u>
	211,349
To be forgiven	392,484
No required repayment	<u>203,500</u>
Total	<u>\$ 807,333</u>

Long-term debt is categorized in the fair value hierarchy as Level 2.

12. Net Assets

Net assets without donor restrictions are comprised of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Board-designated endowment funds	\$ 392,172	\$ 314,943
Board-designated scholarship fund	10,000	10,000
Unrestricted operating funds	<u>1,416,036</u>	<u>953,984</u>
Total	<u>\$ 1,818,208</u>	<u>\$ 1,278,927</u>

Net assets with donor restrictions are comprised of the following at June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Subject to expenditure for specified purpose:		
Building purchase	\$ 83,500	\$ 30,000
Renovations	6,000	2,786
HVAC	30,000	-
Literacy	2,000	-
Santa Fund	20,473	23,057
Scholarships	<u>130,176</u>	<u>116,114</u>
	272,149	171,957
Time restrictions	60,000	383,141
Perpetual endowment	<u>303,185</u>	<u>300,665</u>
Total	<u>\$ 635,334</u>	<u>\$ 855,763</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Expiration of time restrictions	\$ 383,141	\$ 20,000
Satisfaction of purpose restrictions:		
Renovations	2,786	6,058
Santa Fund	14,149	19,954
Scholarships	<u>2,000</u>	<u>-</u>
Total	<u>\$ 402,076</u>	<u>\$ 46,012</u>

13. Operating Leases

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, at a rate of \$1,600 per month, under an agreement expiring June 2020. The Agency also rents an apartment for \$650 per month under a lease agreement expiring on January 31, 2020.

14. Retirement Plan

In March 2018, the Agency adopted a Simple Retirement Plan. All employees meeting age and wage requirements qualify for the plan. The Agency matches employee contribution up to 3% of compensation. The Agency contributed \$6,741 and \$7,246, respectively, to the plan for the years ended June 30, 2019 and 2018.

15. Contingencies

The Agency receives funding from various state and federal programs. Under the terms of these programs, the Agency is required to use the funding within the period and for purposes specified in the proposal. If expenditures of the program are found not to have been made in compliance with the proposal, the Agency might be required to repay the funds.

16. Functionalized Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy and interest, office expenses, which are allocated on a direct expense allocation and by percentage of use. Salaries and wages, benefits, and payroll taxes, are allocated by direct time and on the basis of estimates of time and effort.

17. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

18. Subsequent Events

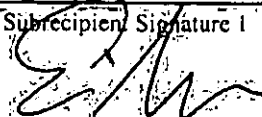
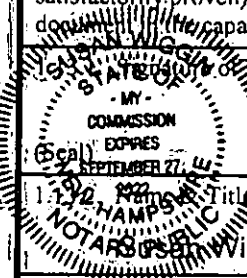
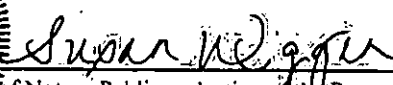
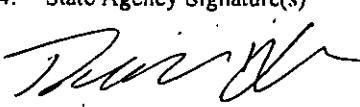
Subsequent events have been evaluated through November 7, 2019, the date the financial statements were available to be issued.

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Northern Human Services		1.4. Subrecipient Address 87 Washington Street, Conway, NH 03818	
1.5. Subrecipient Phone # 603-447-8001	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 641,828.00
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Eric Johnson, CEO	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Carroll on 4.1.20 , 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 his/her capacity indicated in block 1.12.			
 1.14. Notary Public or Justice of the Peace  1.15. Name & Title of Notary Public or Justice of the Peace Susan Wiggins, Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Takhmina Rakhmatova		Assistant Attorney General, On: 04/23/2020	
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 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.

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EXHIBIT A

-SCOPE OF SERVICES-

1. Northern Human Services as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for mental health services provided by the subrecipient to victims of crime. This funding is available for personnel and benefit costs through the Victims of Crime Act Grant (CFDA 16.575).
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 15th 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 must be maintained for at least three (3) years after the close of the federal grant.
4. Subrecipient shall be required to submit an annual grant 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
603-271-7820 or Tanya.pitman@doj.nh.gov

EXHIBIT B

-METHOD 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 \$320,914 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$320,914 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.

12. 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>

13. 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

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT-C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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
- ii. 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.

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

- i. it represents that— it has determined that no other entity

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

EXHIBIT C

- 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.
22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
23. **VOCA Requirements**
The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:
- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
 - b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
 - c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.
24. **Demographic Data**
The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
25. **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.
26. 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

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
-
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

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EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

Subrecipient Initials ES

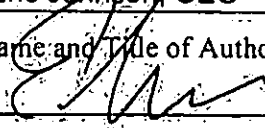
Date 4.1.20

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. **The EEOP reporting tool and instructions can be found at:** <http://ojp.gov/about/ocr/faq-eeop.htm>

42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document:

Eric Johnson, CEO
Name and Title of Authorized Representative
 4.1.20
Signature Date
Northern Human Services, 87 Washington St., Conway, NH 03818
Name and Address of Agency

N/A; See Section A of attached Certification Form claiming Exemption

EXHIBIT D

EEOP Reporting

I, _____ [responsible official], certify that
_____ [recipient] has completed the EEO reporting tool
certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on _____ [Date]

And that _____ [responsible official] has completed the
EEOP
training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:
_____ [date]

I further certify that:

_____ [recipient] will comply
with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: _____

Date: _____

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EXHIBIT E

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 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>.

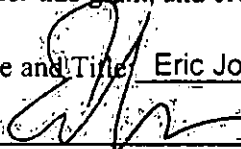
Supplanting and job retention

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 Northern Human Services (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Northern Human Services (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 Eric Johnson, CEO

Signature: 

Subrecipient Initials EJ

Date 4.1.20

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

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EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

EXHIBIT F

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.

Eric Johnson, CEO

Name and Title of Head of Agency


Signature

4.1.20

Date

Northern Human Services, 87 Washington St., Conway, NH 03818.

Name and Address of Agency

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 NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. 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: 62362

Certificate Number : 0004890870



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Madelene Costello, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Northern Human Svices. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 1- ..., 2020
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Eric Johnson, CEO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Northern Human Services with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 4.1.20

ATTEST: Madelene P Costello
(Name & Title)

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Christine.skehan
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
	E-MAIL ADDRESS: Christine.skehan@usi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : NH Employers Insurance Company NAIC # 13083
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	INSURER B :
	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 INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC60040004322019A	09/30/2019	09/30/2020	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH Dept of Justice 33 Capital St. Concord, NH 03301	CANCELLATION 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 <i>See Not</i>

Financial Statements

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2019 AND 2018

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
<u>Financial Statements:</u>	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses, Totals for All Programs	6
Statement of Functional Expenses, Mental Health	7 - 11
Statement of Functional Expenses, Developmental Services	12 - 14
Notes to Financial Statements	15 - 25
<u>Supplementary Information:</u>	
Schedule of Functional Revenues and Expenses, Totals for All Programs	26
Schedule of Functional Revenues and Expenses, Mental Health	27 - 31
Schedule of Functional Revenues and Expenses, Developmental Services	32 - 34

To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

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.

Auditors' 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 auditors' 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 entity'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.

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 Northern Human Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 16, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 26 - 34 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leon, McDannell & Roberts
Professional Association*

October 22, 2019
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 11,282,632	\$ 10,319,006
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of \$328,000 and \$291,000 for 2019 and 2018, respectively	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Prepaid expenses and deposits	<u>295,077</u>	<u>294,263</u>
Total current assets	<u>14,591,332</u>	<u>13,086,890</u>
PROPERTY AND EQUIPMENT, NET	<u>364,455</u>	<u>527,343</u>
OTHER ASSETS		
Investments	1,966,886	1,880,097
Cash value of life insurance	<u>432,585</u>	<u>413,777</u>
Total other assets	<u>2,399,471</u>	<u>2,293,874</u>
Total assets	<u>\$ 17,355,258</u>	<u>\$ 15,908,107</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 490,183	\$ 370,452
Accrued payroll and related liabilities	1,506,716	1,711,570
Compensated absences payable	743,136	704,026
Other grants payable	112,182	69,801
Refundable advances	197,017	337,926
Deferred revenue	431,341	115,685
Refundable advances, maintenance of effort	391,458	971,522
Client funds held in trust	169,364	294,867
Due to related party	<u>48,423</u>	<u>44,689</u>
Total liabilities	<u>4,089,820</u>	<u>4,620,538</u>
NET ASSETS		
Net assets without donor restrictions		
Undesignated	12,691,772	10,713,605
Board designated	<u>318,202</u>	<u>318,202</u>
Total net assets without donor restrictions	13,009,974	11,031,807
Net assets with donor restrictions	<u>255,464</u>	<u>255,762</u>
Total net assets	<u>13,265,438</u>	<u>11,287,569</u>
Total liabilities and net assets	<u>\$ 17,355,258</u>	<u>\$ 15,908,107</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 - Summarized</u>
PUBLIC SUPPORT				
State and federal grants	\$ 1,131,728	\$ -	\$ 1,131,728	\$ 927,662
Other public support	603,307	-	603,307	553,387
Local and county support	442,733	-	442,733	306,732
Donations	<u>26,990</u>	<u>-</u>	<u>26,990</u>	<u>24,296</u>
Total public support	<u>2,204,758</u>	<u>-</u>	<u>2,204,758</u>	<u>1,812,077</u>
REVENUES				
Program service fees	38,997,170	-	38,997,170	37,962,172
Production income	456,617	-	456,617	437,758
Other revenues	<u>382,737</u>	<u>-</u>	<u>382,737</u>	<u>261,640</u>
Total revenues	<u>39,836,524</u>	<u>-</u>	<u>39,836,524</u>	<u>38,661,570</u>
Total public support and revenues	<u>42,041,282</u>	<u>-</u>	<u>42,041,282</u>	<u>40,473,647</u>
EXPENSES				
<u>Program Services</u>				
Mental health	11,010,994	-	11,010,994	10,914,180
Developmental services	<u>24,129,392</u>	<u>-</u>	<u>24,129,392</u>	<u>23,962,509</u>
Total program services	35,140,386	-	35,140,386	34,876,689
General management	<u>5,128,004</u>	<u>-</u>	<u>5,128,004</u>	<u>4,774,159</u>
Total expenses	<u>40,268,390</u>	<u>-</u>	<u>40,268,390</u>	<u>39,650,848</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>1,772,892</u>	<u>-</u>	<u>1,772,892</u>	<u>822,799</u>
NON-OPERATING INCOME (LOSS)				
Investment return	93,900	-	93,900	139,759
Change in cash value of life insurance	18,808	-	18,808	18,447
Interest income	90,782	1,487	92,269	10,590
Net assets released from restrictions	<u>1,785</u>	<u>(1,785)</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>205,275</u>	<u>(298)</u>	<u>204,977</u>	<u>168,796</u>
Change in net assets	1,978,167	(298)	1,977,869	991,595
NET ASSETS, BEGINNING OF YEAR	<u>11,031,807</u>	<u>255,762</u>	<u>11,287,569</u>	<u>10,295,974</u>
NET ASSETS, END OF YEAR	<u>\$ 13,009,974</u>	<u>\$ 255,464</u>	<u>\$ 13,265,438</u>	<u>\$ 11,287,569</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,977,869	\$ 991,595
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	203,721	194,292
Unrealized (gain) loss on investments	30,002	(82,953)
Realized gain on investments	(81,524)	(23,391)
Change in cash value of life insurance	(6,129)	(5,977)
(Increase) decrease in assets:		
Accounts receivable	(534,267)	64,419
Grants receivable	(123,775)	(45,884)
Assets, limited use	118,040	(18,198)
Due from related party	-	202,643
Prepaid expenses and deposits	(814)	(45,341)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	119,731	40,601
Wages payable	(204,854)	163,371
Compensated absences payable	39,110	2,701
Other grants payable	42,381	56,667
Refundable advances	(140,909)	38,615
Deferred revenue	315,656	67,885
Refundable advances, maintenance of effort	(580,064)	939,469
Client funds held in trust	(125,503)	18,530
Due to related party	3,734	44,689
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,052,405</u>	<u>2,603,733</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(40,833)	(221,468)
Purchases of investments	(449,908)	(219,532)
Proceeds from sales of investments	457,019	232,472
Reinvested dividends	(42,378)	(33,415)
Change in cash value of life insurance	(12,679)	(12,470)
NET CASH USED IN INVESTING ACTIVITIES	<u>(88,779)</u>	<u>(254,413)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	963,626	2,349,320
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>10,637,208</u>	<u>8,287,888</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 11,600,834</u>	<u>\$ 10,637,208</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
EXPENSES						
Salaries and wages	\$ 6,877,783	\$ 8,271,846	\$ 15,149,629	\$ 3,354,596	\$ 18,504,225	\$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,906	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	<u>1,008</u>	<u>2,482</u>	<u>3,490</u>	<u>17,572</u>	<u>21,062</u>	<u>29,720</u>
Total expenses	<u>\$ 11,010,994</u>	<u>\$ 24,129,392</u>	<u>\$ 35,140,386</u>	<u>\$ 5,128,004</u>	<u>\$ 40,268,390</u>	<u>\$ 39,650,848</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
EXPENSES				
Salaries and wages	\$ 345,971	\$ 859,932	\$ 303,860	\$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,620	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	67	47	73	45
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	\$ <u>600,192</u>	\$ <u>1,226,798</u>	\$ <u>434,201</u>	\$ <u>1,057,352</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
EXPENSES				
Salaries and wages	\$ 472,575	\$ 238,497	\$ 65,498	\$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 714,422</u>	<u>\$ 369,683</u>	<u>\$ 102,020</u>	<u>\$ 110,584</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
EXPENSES				
Salaries and wages	\$ 220,696	\$ 149,992	\$ 56,038	\$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	-	10	148	51
	<u>\$ 321,740</u>	<u>\$ 312,585</u>	<u>\$ 115,790</u>	<u>\$ 1,296,432</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>
EXPENSES				
Salaries and wages	\$ 726,054	\$ 816,886	\$ -	\$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,308
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	50	41	-	22
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 1,177,836</u>	<u>\$ 1,209,945</u>	<u>\$ -</u>	<u>\$ 522,686</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>IDN</u> <u>Grant</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2018</u> <u>Summarized</u>
EXPENSES					
Salaries and wages	\$ 655,740	\$ 22,499	\$ 39,701	\$ 6,877,783	\$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	22	-	2	1,008	1,932
	<u>1,178,692</u>	<u>37,923</u>	<u>222,113</u>	<u>11,010,994</u>	<u>10,914,180</u>
Total expenses	<u>\$ 1,178,692</u>	<u>\$ 37,923</u>	<u>\$ 222,113</u>	<u>\$ 11,010,994</u>	<u>\$ 10,914,180</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
EXPENSES					
Salaries and wages	\$ 687,068	\$ 57,206	\$ 3,450,025	\$ 499,489	\$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	<u>235</u>	<u>4</u>	<u>1,776</u>	<u>25</u>	<u>7</u>
Total expenses	<u>\$ 1,056,790</u>	<u>\$ 77,536</u>	<u>\$ 5,961,867</u>	<u>\$ 1,108,933</u>	<u>\$ 182,208</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
EXPENSES					
Salaries and wages	\$ 1,892,153	\$ -	\$ 213,575	\$ 940,246	\$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	329	-	13	54	2
	<u>\$ 6,058,943</u>	<u>\$ 1,879,591</u>	<u>\$ 411,099</u>	<u>\$ 2,433,267</u>	<u>\$ 1,471,738</u>
Total expenses					

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Acquired Brain <u>Disorder</u>	Other Developmental Services <u>Programs</u>	Total Developmental Services <u>Programs</u>	2018 <u>Summarized</u>
EXPENSES				
Salaries and wages	\$ 29,770	\$ 359,573	\$ 8,271,846	\$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	2	35	2,482	1,235
	<u>2</u>	<u>35</u>	<u>2,482</u>	<u>1,235</u>
Total expenses	<u>\$ 252,673</u>	<u>\$ 3,234,747</u>	<u>\$ 24,129,392</u>	<u>\$ 23,962,509</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of June 30, 2019 and 2018, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accrued Earned Time

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Program Service Fee Revenue

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2017 – 2019), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 11,600,834	\$ 10,637,208
Accounts receivable, net	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Investments	1,966,886	1,880,097
Cash value of life insurance	<u>432,585</u>	<u>413,777</u>
Total financial assets	16,695,726	15,086,501

Less amounts not available to be used within one year:		
Cash and cash equivalents, designated	318,202	318,202
Client funds held in trust	170,366	294,867
Net assets with donor restrictions	<u>255,464</u>	<u>255,762</u>
Total amounts not available within one year	<u>744,032</u>	<u>868,831</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 15,951,694</u>	<u>\$ 14,217,670</u>

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately \$13,423,131).

3. **ASSETS, LIMITED USE**

As of June 30, 2019 and 2018, assets, limited use consisted of the following:

	<u>2019</u>	<u>2018</u>
Donor restricted cash	\$ 255,464	\$ 255,762
Client funds held in trust	170,366	294,867
Employee benefits	<u>76,081</u>	<u>69,322</u>
Total assets, limited use	<u>\$ 501,911</u>	<u>\$ 619,951</u>

4. **PROPERTY AND DEPRECIATION**

As of June 30, 2019 and 2018, property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Vehicles	\$ 647,048	\$ 652,964
Equipment	<u>2,696,501</u>	<u>3,231,824</u>
Total property and equipment	3,343,549	3,884,788
Less accumulated depreciation	<u>2,979,094</u>	<u>3,357,445</u>
Property and equipment, net	<u>\$ 364,455</u>	<u>\$ 527,343</u>

Depreciation expense totaled \$203,721 and \$194,292 for the years ended June 30, 2019 and 2018, respectively.

5. **INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2019 and 2018:

	<u>2019</u>		<u>2018</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Money Market Funds	\$ 19,601	\$ 19,601	\$ 15,340	\$ 15,340
Mutual Funds:				
Domestic equity funds	690,460	599,516	802,467	669,110
International equity funds	302,374	289,349	361,346	333,154
Fixed income funds	901,146	882,426	634,134	649,092
Other mutual funds	<u>53,305</u>	<u>58,506</u>	<u>66,810</u>	<u>72,266</u>
Total	<u>\$ 1,966,886</u>	<u>\$ 1,849,398</u>	<u>\$ 1,880,097</u>	<u>\$ 1,738,962</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	<u>2019</u>	<u>2018</u>
<u>Components of Investment Return:</u>		
Interest and dividends	\$ 42,378	\$ 33,415
Unrealized gains (losses) on investments	(30,002)	82,953
Realized gains on investments	<u>81,524</u>	<u>23,391</u>
	<u>\$ 93,900</u>	<u>\$ 139,759</u>

Investment management fees for the years ended June 30, 2019 and 2018 were \$14,064 and \$12,940, respectively.

6. **FAIR VALUE MEASUREMENTS**

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2019 and 2018.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

Life Insurance: The surrender value of life insurance is valued at the cash value guaranteed to policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2019 and 2018 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2019</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 19,601	\$ -	\$ -	\$ 19,601
Mutual Funds				
Domestic equity funds	690,460	-	-	690,460
International equity funds	302,374	-	-	302,374
Fixed income funds	901,146	-	-	901,146
Other funds	53,305	-	-	53,305
Cash Value of Life Insurance	<u>-</u>	<u>432,585</u>	<u>-</u>	<u>432,585</u>
Total investments at fair value	<u>\$ 1,966,886</u>	<u>\$ 432,585</u>	<u>\$ -</u>	<u>\$ 2,399,471</u>

	<u>2018</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 15,340	\$ -	\$ -	\$ 15,340
Mutual Funds				
Domestic equity funds	802,467	-	-	802,467
International equity funds	361,346	-	-	361,346
Fixed income funds	634,134	-	-	634,134
Other funds	66,810	-	-	66,810
Cash Value of Life Insurance	<u>-</u>	<u>413,777</u>	<u>-</u>	<u>413,777</u>
 Total investments at fair value	 <u>\$ 1,880,097</u>	 <u>\$ 413,777</u>	 <u>\$ -</u>	 <u>\$ 2,293,874</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020 the Organization will increase the discretionary contribution from 2% to 3%. Contributions by the organization totaled \$276,510 and \$270,725 for the years ended June 30, 2019 and 2018, respectively.

8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2019 and 2018. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$11,239,183 and \$10,301,484, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2019 and 2018, approximately 87% and 88% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 75% and 65% of the total accounts receivable balances at June 30, 2019 and 2018, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$901,993 and \$897,369 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2019 is as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2020	\$ 932,540
2021	38,336
2022	<u>38,973</u>
Total	<u>\$ 1,009,849</u>

See Note 11 for information regarding lease agreements with a related party.

11. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due to/from Related Party

At June 30, 2019 and 2018, the Organization had a due to Shallow River balance in the amount of \$48,423 and \$44,689, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$766,575 and \$728,529 for the years ended June 30, 2019 and 2018, respectively. The Organization also leases space from a board member for \$1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2019 and 2018.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2019 and 2018, Shallow River did not make a donation to the Organization but retained its surplus of \$246,624 and \$264,560, respectively, due to the purchase of a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2019 and 2018, the outstanding capitated payment liability totaled \$391,458 and \$971,522, respectively.

13. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2019 and 2018, net assets with donor restrictions consisted of the following:

	<u>2019</u>	<u>2018</u>
Certificates of Deposit – Memorial Fund	\$ 252,417	\$ 252,417
Dream Team Fund	2,832	2,924
Income earned on the Memorial Fund	<u>215</u>	<u>421</u>
Total net assets with donor restrictions	<u>\$ 255,464</u>	<u>\$ 255,762</u>

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

As a result of the June 30, 2006 merger of The Center of Hope for Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205 and subsections)* intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2019 and 2018, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2019 and June 30, 2018 were as follows:

	<u>2019</u>	<u>2018</u>
Certificates of deposit, beginning of year	\$ 252,417	\$ 252,417
Interest income	555	505
Withdrawals	<u>(555)</u>	<u>(505)</u>
Certificates of deposit end of year	<u>\$ 252,417</u>	<u>\$ 252,417</u>

16. **RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

17. **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2019, the date the June 30, 2019 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
REVENUES						
Program service fees:						
Client fees	\$ 700,461	\$ 77,790	\$ 778,251	\$ -	\$ 778,251	\$ 716,997
Residential fees	69,379	253,324	322,703	-	322,703	322,343
Blue Cross	186,499	26,825	213,324	-	213,324	252,148
Medicaid	11,890,220	24,838,754	36,728,974	-	36,728,974	35,567,982
Medicare	491,840	-	491,840	-	491,840	575,847
Other insurance	248,966	72,940	321,906	-	321,906	354,880
Local educational authorities	-	130,058	130,058	-	130,058	157,808
Vocational rehabilitation	1,863	7,111	8,974	-	8,974	11,011
Other program fees	1,140	-	1,140	-	1,140	3,156
Production/service income	253,865	202,752	456,617	-	456,617	437,758
Public support:						
Local/county government	440,833	1,900	442,733	-	442,733	306,732
Donations/contributions	5,573	19,786	25,359	1,631	26,990	24,296
Other public support	343,307	-	343,307	-	343,307	333,880
Bureau of Developmental Services and Bureau of Behavioral Health	523,328	325,125	848,453	-	848,453	620,079
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	129,530
Other	150,121	-	150,121	3,619	153,740	178,053
Private foundation grants	220,000	-	220,000	40,000	260,000	219,507
Other revenues	<u>68,661</u>	<u>66,068</u>	<u>134,729</u>	<u>248,008</u>	<u>382,737</u>	<u>261,640</u>
Total revenues	<u>15,725,591</u>	<u>26,022,433</u>	<u>41,748,024</u>	<u>293,258</u>	<u>42,041,282</u>	<u>40,473,647</u>
EXPENSES						
Salaries and wages	\$ 6,877,783	\$ 8,271,846	\$ 15,149,629	\$ 3,354,596	\$ 18,504,225	\$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,906	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	<u>1,008</u>	<u>2,482</u>	<u>3,490</u>	<u>17,572</u>	<u>21,062</u>	<u>29,720</u>
Total expenses	<u>11,010,994</u>	<u>24,129,392</u>	<u>35,140,386</u>	<u>5,128,004</u>	<u>40,268,390</u>	<u>39,650,848</u>
EXCESS (DEFICIENCY) OF REVENUES						
OVER EXPENSES	<u>\$ 4,714,597</u>	<u>\$ 1,893,041</u>	<u>\$ 6,607,638</u>	<u>\$ (4,834,746)</u>	<u>\$ 1,772,892</u>	<u>\$ 822,799</u>

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Audit Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
REVENUES				
Program service fees:				
Client fees	\$ 55,479	\$ 114,127	\$ -	\$ 39,917
Residential fees	-	-	-	-
Blue Cross	48,392	82,231	-	38,196
Medicaid	102,889	1,207,184	679,651	2,437,517
Medicare	106,433	303,723	-	-
Other insurance	68,196	100,097	-	39,075
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	150	-
Other program fees	-	-	570	-
Production/service income	-	-	-	-
Public support:				
Local/county government	116,236	-	-	-
Donations/contributions	5,573	-	-	-
Other public support	-	-	25,569	-
Bureau of Developmental Services and Bureau of Behavioral Health	148,024	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	7	2,560	-
Private foundation grants	10,000	-	-	-
Other revenues	<u>4,697</u>	<u>-</u>	<u>-</u>	<u>3,840</u>
 Total revenues	 <u>665,919</u>	 <u>1,807,369</u>	 <u>708,500</u>	 <u>2,558,545</u>
EXPENSES				
Salaries and wages	\$ 345,971	\$ 859,932	\$ 303,860	\$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,820	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	<u>67</u>	<u>47</u>	<u>73</u>	<u>45</u>
 Total expenses	 <u>600,192</u>	 <u>1,226,798</u>	 <u>434,201</u>	 <u>1,057,352</u>
 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	 <u>\$ 65,727</u>	 <u>\$ 580,571</u>	 <u>\$ 274,299</u>	 <u>\$ 1,501,193</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
REVENUES				
Program service fees:				
Client fees	\$ 44,232	\$ 1,650	\$ -	\$ 6,299
Residential fees	-	-	-	-
Blue Cross	7,463	-	-	6,789
Medicaid	106,570	377,991	-	28,890
Medicare	7,256	-	-	8,358
Other insurance	17,031	1,164	-	11,654
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	110,354	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	-
	<u>280,856</u>	<u>590,805</u>	<u>110,354</u>	<u>61,990</u>
EXPENSES				
Salaries and wages	\$ 472,575	\$ 238,497	\$ 65,498	\$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
	<u>714,422</u>	<u>369,683</u>	<u>102,020</u>	<u>110,584</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES				
	<u>\$ (433,566)</u>	<u>\$ 221,122</u>	<u>\$ 8,334</u>	<u>\$ (48,594)</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
REVENUES				
Program service fees:				
Client fees	\$ 1,370	\$ 2,713	\$ 10,372	\$ 193,728
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	18,425	204,485	306,073	1,449,878
Medicare	-	-	-	3,561
Other insurance	-	-	-	3,049
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	1,713	-	-
Other program fees	570	-	-	-
Production/service income	-	47,206	-	-
Public support:				
Local/county government	324,597	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>32,345</u>	<u>-</u>	<u>-</u>	<u>24,768</u>
Total revenues	<u>377,307</u>	<u>256,117</u>	<u>316,445</u>	<u>1,674,984</u>
EXPENSES				
Salaries and wages	\$ 220,696	\$ 149,992	\$ 56,038	\$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	<u>-</u>	<u>10</u>	<u>148</u>	<u>51</u>
Total expenses	<u>321,740</u>	<u>312,585</u>	<u>115,790</u>	<u>1,296,432</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 55,567</u>	<u>\$ (56,468)</u>	<u>\$ 200,655</u>	<u>\$ 378,552</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Disaster Behavioral</u>	<u>Victims of Crime Act</u>
REVENUES				
Program service fees:				
Client fees	\$ 63,257	\$ 13,911	\$ -	\$ 9,607
Residential fees	-	54,909	-	-
Blue Cross	-	-	-	3,053
Medicaid	2,367,163	1,162,641	-	144,433
Medicare	215	-	-	16,346
Other insurance	328	-	-	7,887
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	317,738
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	129,535	-	-
Other	-	-	400	-
Private foundation grants	-	-	-	-
Other revenues	<u>23</u>	<u>188</u>	<u>-</u>	<u>-</u>
Total revenues	<u>2,430,986</u>	<u>1,361,184</u>	<u>400</u>	<u>499,064</u>
EXPENSES				
Salaries and wages	\$ 726,054	\$ 816,886	\$ -	\$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,306
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	<u>50</u>	<u>41</u>	<u>-</u>	<u>22</u>
Total expenses	<u>1,177,836</u>	<u>1,209,945</u>	<u>-</u>	<u>522,686</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 1,253,150</u>	<u>\$ 151,239</u>	<u>\$ 400</u>	<u>\$ (23,622)</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>IDN</u> <u>Grant</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2018</u> <u>Summarized</u>
REVENUES					
Program service fees:					
Client fees	\$ 143,799	\$ -	\$ -	\$ 700,461	\$ 676,504
Residential fees	14,470	-	-	69,379	70,500
Blue Cross	375	-	-	186,499	217,556
Medicaid	1,296,430	-	-	11,890,220	11,596,955
Medicare	45,948	-	-	491,840	575,847
Other insurance	485	-	-	248,966	287,550
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	1,863	5,917
Other program fees	-	-	-	1,140	58
Production/service income	-	-	206,659	253,865	222,560
Public support:					
Local/county government	-	-	-	440,833	287,832
Donations/contributions	-	-	-	5,573	4,403
Other public support	-	-	-	343,307	333,880
Bureau of Developmental Services and Bureau of Behavioral Health	277,000	-	-	523,328	379,308
Other federal and state funding:					
HUD	-	-	-	129,535	129,530
Other	-	36,800	-	150,121	170,477
Private foundation grants	-	-	-	220,000	219,507
Other revenues	921	-	1,879	68,661	47,724
Total revenues	1,779,428	36,800	208,538	15,725,591	15,226,108
EXPENSES					
Salaries and wages	\$ 655,740	\$ 22,499	\$ 39,701	\$ 6,877,783	\$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to Individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	22	-	2	1,008	1,932
Total expenses	1,178,692	37,923	222,113	11,010,994	10,914,180
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 600,736	\$ (1,123)	\$ (13,575)	\$ 4,714,597	\$ 4,311,928

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 77,790	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	26,825	-
Medicaid	975,912	-	4,603,410	1,118,540	373,404
Medicare	-	-	-	-	-
Other insurance	-	-	-	72,940	-
Local educational authorities	-	130,058	-	-	-
Vocational rehabilitation	-	-	7,111	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	175,819	-	-
Public support:					
Local/county government	-	-	1,900	-	-
Donations/contributions	-	-	19,786	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	104,498	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	<u>41,122</u>	<u>-</u>	<u>5,662</u>	<u>1,713</u>	<u>-</u>
Total revenues	<u>1,017,034</u>	<u>130,058</u>	<u>4,813,688</u>	<u>1,402,306</u>	<u>373,404</u>
EXPENSES					
Salaries and wages	\$ 687,068	\$ 57,206	\$ 3,450,025	\$ 499,489	\$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to Individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	<u>235</u>	<u>4</u>	<u>1,776</u>	<u>25</u>	<u>7</u>
Total expenses	<u>1,056,790</u>	<u>77,536</u>	<u>5,961,867</u>	<u>1,108,933</u>	<u>182,208</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (39,756)</u>	<u>\$ 52,522</u>	<u>\$ (1,148,179)</u>	<u>\$ 293,373</u>	<u>\$ 191,196</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	207,811	-	37,950	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,438,382	1,969,301	332,928	2,700,710	1,589,858
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	24,443	-	564	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	<u>12,465</u>	<u>-</u>	<u>335</u>	<u>-</u>	<u>-</u>
Total revenues	<u>7,683,101</u>	<u>1,969,301</u>	<u>371,777</u>	<u>2,700,710</u>	<u>1,589,858</u>
EXPENSES					
Salaries and wages	\$ 1,892,153	\$ -	\$ 213,575	\$ 940,246	\$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	<u>329</u>	<u>-</u>	<u>13</u>	<u>54</u>	<u>2</u>
Total expenses	<u>6,058,943</u>	<u>1,879,591</u>	<u>411,099</u>	<u>2,433,267</u>	<u>1,471,738</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 1,624,158</u>	<u>\$ 89,710</u>	<u>\$ (39,322)</u>	<u>\$ 267,443</u>	<u>\$ 118,120</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2018 Summarized</u>
REVENUES				
Program service fees:				
Client fees	\$ -	\$ -	\$ 77,790	\$ 40,493
Residential fees	-	7,563	253,324	251,843
Blue Cross	-	-	26,825	34,592
Medicaid	472,909	3,263,400	24,838,754	23,971,027
Medicare	-	-	-	-
Other insurance	-	-	72,940	67,330
Local educational authorities	-	-	130,058	157,808
Vocational rehabilitation	-	-	7,111	5,094
Other program fees	-	-	-	3,098
Production/service income	-	1,926	202,752	215,198
Public support:				
Local/county government	-	-	1,900	18,900
Donations/contributions	-	-	19,786	17,983
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	220,627	325,125	240,771
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	4,771	66,068	85,099
Total revenues	<u>472,909</u>	<u>3,498,287</u>	<u>26,022,433</u>	<u>25,109,236</u>
EXPENSES				
Salaries and wages	\$ 29,770	\$ 359,573	\$ 8,271,846	\$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	2	35	2,482	1,235
Total expenses	<u>252,673</u>	<u>3,234,747</u>	<u>24,129,392</u>	<u>23,962,509</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 220,236</u>	<u>\$ 263,540</u>	<u>\$ 1,893,041</u>	<u>\$ 1,146,727</u>

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

		<u>Office</u>	<u>Home</u>	<u>Term M/Y</u> <u>Began / End</u>
Officers:	Eric Johnson, CEO	447-3347		10.18 / 10.20
	Madelene Costello, President			10.18 / 10.20
	Dorothy Borchers, Vice President			10.17 / 10.21
	James Salmon, Treasurer			10.18 / 10.20
	Becky McEnany, Secretary			
Staff:	Dale Heon, CFO	447-3347		
	Susan Wiggin, Executive Assistant	447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358		
	Liz Charles, DD Reg Administrator	447-3347		
Term				
Expire	<u>The Mental Health Center</u> 3 Twelfth St., Berlin, NH 03570	Kassie Eafrazi Director of BH	752-7404	
'22	Margaret McClellan, [REDACTED]			6/01
'20	*Stephen Michaud, [REDACTED]			11/02
'20	*Dorothy Borchers, [REDACTED]			05/17
	<u>The Mental Health Center</u> 25 W. Main St., Conway, NH 03818		447-2111	
	70 Bay St., Wolfeboro 03894		569-1884	
	<u>New Horizons</u> 626 Eastman Road, Center Conway, NH 03818	Shanon Mason DS Director	356-6310	
'21	*Maddie Costello, [REDACTED]			9/06
'20	*Carrie Duran, [REDACTED]			1/17
'21	James Salmon, [REDACTED]			11/03
	<u>The Mental Health Center</u> 55 Colby St., Colebrook 03576		237-4955	
	69 Brooklyn St., Groveton 03582		636-2555	
	<u>Vershire Center</u> 24 Depot Street, Colebrook, NH 03576		237-5721	
'20	Georgia Caron, [REDACTED]			[5/08]
	<u>White Mountain Mental Health</u> 29 Maple St., Box 599, Littleton 03561	Bethany Isenberg Director of BH	444-5358	
	<u>Common Ground</u> 24 Lancaster Road, Whitefield, NH 03584	Mark Vincent DS Director	837-9547	
'22	Bob Fink, [REDACTED]			1/07, 3/13
'20	Becky McEnany, [REDACTED]			1/17

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, B. McEnany, E. Johnson

Finance Committee: J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon

Program Committee: M. McClellan, J. Houghton, M. Costello, G. Caron, B. McEnany, C. Duran, S. Gaetjens-Olsen, L. Charles

Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, D. Heon, S. Wiggin

*Member representing consumer with developmental disability / NOTE: Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

James Michaels MS. LCMHC, MLADC

Work Experience:

Northern Human Services
Clinical Director

Colebrook/ Groveton NH
August 2018- Present

- Direct and supervise the clinical services of therapist and case managers
- Monitors, accessibility, quality and integration of clinical services
- Oversee and perform Emergency services
- Ensures appropriate clinical case loads, treatment modalities, and clinical procedures
- Develops and maintains productivity and quality of care expectations
- Hires, trains and evaluates staff performance
- Perform other duties as assigned by Director of Behavioral health.
- Carry a clinical case load as needed.

Seacoast Mental Health

Emergency Services Clinician (FT)

Portsmouth/ Exeter NH

April 2013- Aug 2018 (FT) Aug 2018- Current (Per diem ES Clinician)

- Perform face to face emergency Mental health/ Substance abuse assessments in the hospital setting (Exeter and Portsmouth Regional Hospital) in collaboration with ER doctor, On call Psychiatrist and nursing staff
- Perform in office crisis stabilization utilizing CBT, DBT and solution focused brief therapy skills
- Evaluate risk of dangerousness to self/ others or inability to care for self and need for hospitalization. Develop safety plans for those who are discharged.
- Complete all paperwork in a timely and concise manner following agency protocols.
- Complete care coordination on emergency cases to initiate referral, voluntary/ involuntary to include insurance auth when required.
- Perform CD revocations at Psychiatrist direction. Complete IEA's and at times act as petitioner.
- Take crisis phone calls throughout shift.
- Participated in local and regional panels to educate the public on the opiate epidemic.
- Trained local physicians and office groups to recognize and respond to suicide and other self harmful behaviors.
- Perform Grief counseling for those who have lost a loved one

ACT Team Clinician 2015-2016

- Perform Substance abuse treatment for SPMI on ACT team (per diem)

Center For Life Management

Per Diem Emergency Services clinician

Derry NH

6/2015- 11/2017

- Emergency and Crisis stabilization services in Derry Office and Parkland Hospital

Northern Human Services

Emergency Services and Co-occurring disorder clinician

Groveton/ Colebrook NH
January 2011- April 2013

- Maintain clinical caseload of adults with severe and persistent mental illnesses, and children who are severely emotionally disturbed as well as substance abusing clients.
- Provide emergency services to my clients.
- Solution focused Brief therapy with adults who need outpatient counseling
- Serve as a team member working closely with two psychiatrists, case managers and other clinicians.
- Perform Therapy in a prison setting. (Coos County House of Corrections)
- Emergency Services on call during the day and regional on call at night.
- Participated in WITS and IDIP after care.

Northern Human Services

Children's Case Manager (full time position)

Emergency Service Clinician Intern

Groveton, New Hampshire
March 2010- January 2011

- Perform suicide and homicide assessments.
- Complete involuntary emergency admissions or assist with voluntary admissions.
- Revocation of conditional discharge process.
- Emergency Outpatient therapy.
- Therapy and supportive counseling for teenagers and their families.
- Assess, monitor, and plan services for children.
- Do initial, quarterly and annual assessments including diagnosis and treatment planning
- Assess adults and teens for co-occurring disorders.
- Perform rehab and hospital discharge appointments to assure continuity of service upon discharge

Northern Human Services

Mental Health Clinician Intern(300 hrs)

ISO (FSS)...In Home Family Support Clinician (part time position)

Colebrook, New Hampshire
January 2009 to August 2009

- Created and implemented crisis plan for family of troubled teenager.
- Wrote DAP noted according to agency procedures.
- Participated in multi-agency treatment team.
- Worked with family in home to help family cope with various situations.
- Authorized CAFAS rater.
- Assessed adult and teenage clients using CRAFFT, CAFAS, ASI and SASSI along with other agency authorized assessment tools.
- Worked closely with case managers/ therapist and families to provide seamless care to clients.

Education:

Southern New Hampshire University

Burlington, Vermont

Masters Degree in Community Mental Health and Integrated substance Abuse Services for Children, Youth and Families. (Degree conferred Jan 15, 2011)

Graduate Certificate in Integrated Community Mental Health and Substance Abuse

Services (2009)
Christian Life School of theology
Masters of Theology (Conferred Jan 2018)

Global University
Bachelors of Arts Degree in Christian Counseling

Springfield, Missouri
2006

License: NH Licensed Clinical Mental Health Counselor # [REDACTED]
NH Master Licensed Alcohol and Drug Counselor (MLADC)... # [REDACTED]
NH Justice of the Peace: 07/20/2020
Ordained Minister (Maranatha Ministerial Fellowship International)

Military: USMC 1978-1982 (Honorably Discharged)

References: Available on request

Christine E.C. Grenier

Education: Assumption College Worcester, MA
Master of Arts May, 2009
Major: Counseling Psychology
Concentrations: Cognitive-Behavioral Therapy, Child and Family Therapy

Assumption College Worcester, MA
Bachelor of Arts December, 2006
Major: Psychology (GPA: 3.85) Minor: Philosophy
Honors: Magna Cum Laude

Internships: Northern Human Services (NHS) Berlin, NH
Mental Health Counselor May '08- May '09
-Worked 700 hours counseling adults, adolescents, and children suffering from a variety of mental illnesses.
-Received weekly supervision to increase my knowledge of counseling.
Rape Crisis Center of Central Massachusetts Worcester, MA
Sexual Assault Counselor Fall '06
-Attended 45 hours of training and counseled survivors of sexual assault.

Experience: Division of Children Youth and Families Berlin, NH
Child Protective Service Worker IV October '16-Current
-Family Service Worker providing case management supports to help remedy abuse/neglect concerns.
-Perform complex and complicated protective services casework to coordinate, manage, and administer services for children and families including, maintaining children in the home safely, strengthening families for reunification, providing permanency for children in care and working closely with various community agencies, while promoting the prevention of child abuse and neglect.
-Prepare and develop solution based case plans in conjunction with the family and the court.
-Maintain monthly contacts with parents and children to work with parents on following their case plan and making improvements in their mental health, substance abuse concerns, parenting skills, and relationships with their children.
-Develop, recommend, implement, monitor, and evaluate family treatment and case plans, in collaboration with other community providers.
-Respond to crisis situations in regards to a variety of case management situations.
-Complete all required documentation, including case plans, court reports and maintaining electronic medical records.

NFI North- Davenport School Jefferson, NH
Clinical Coordinator May '12-October '16
-Provided individual and group counseling to the adolescent female residents, between the ages of 13-18 years old, with a variety of behavioral and mental health issues, and court ordered to residential treatment.

- Oversaw all clinical services provided to the residents and supervised clinical staff.
- Taught clinical groups to the residents, including Dialectical Behavioral Therapy, peer process group, a healthy relationships group, and a substance abuse support group.
- Assessed residents' needs and developed treatment plans and behavioral plans.
- Provided on-call support for the program on a rotating basis, helping to manage emergency situations.

Northern Human Services

Berlin, NH

Licensed Clinical Mental Health Counselor

May '09-May '12

- Counseled adults, adolescents, and children suffering from a variety of mental illnesses and behavioral issues through individual and family therapy.
- Trained in Trauma Focused- Cognitive Behavioral Therapy.
- Provided Emergency Services, including covering Regional On-call in the evening, which entailed answering emergency calls and making mental health assessments at the local hospital and local Police Departments or via teleconference. Facilitated psychiatric hospitalizations, and made recommendations.
- Performed mental health consultations at the local hospital on periodic weekends and occasionally during the work week.
- Experience working as a Dialectical Behavior Therapy group facilitator for adolescents.

University of Massachusetts IRTP

Worcester, MA

Milieu Counselor

April '07- May '08

- Performed crisis management services in order to maintain safety throughout the unit.
- Assisted residents with activities of daily living and taught appropriate emotion regulation coping skills to include social skills and support as needed.

Stephen Gray, LMHC

Objective: To continue to provide mental health and drug/alcohol services through the Colebrook Mental Health Center of Northern Human Services, utilizing my five and a half years of clinical and addiction recovery skills, helping people to learn how to enjoy living a life of recovery and to learn how to manage their current behavioral health symptoms.

Summary: I am a qualified professional with a positive attitude, strong work ethic, and strong character which will prove to be a valuable asset to any mental health organization. I have been working for the past 5.5 years for The Florida Center for Addictions and Dual Disorders managing a modified therapeutic community in a 65-day residential facility. I have been working with Persons Served that have been transported from jail to attend our facility and to help them make the transition into a recovering community and ultimately into a half-way home and a local community.

Education: Master of Arts Degree in Mental Health Counseling, University of South Florida August 2012
Bachelor of Science Degree in Behavioral Science, Granite State College July 2009

Licenses & Certifications: New Hampshire Licensed Clinical Mental Health Counselor, 1219
New Hampshire Masters Licensed Alcohol and Drug Counselor, Pending
Certifications as a Special Education Advocate allowing me to represent clients through Due-Process.
ANSA Certified # [REDACTED]
CANS Certified # [REDACTED]
Dimensional training certificate of achievement leadership through people skills Psychological Associates
Certified EMDR Clinician

Experience: Licensed Clinician at the Mental Health Center of Northern Human Services, 6/2016 to Present
Responsible to counsel persons with an alcohol and drug use disorder including counseling for comorbid disorders treating each as a primary disorder.

Responsible to counsel persons with an alcohol and drug use disorder including counseling for comorbid disorders treating each as a primary disorder by contract at the Coos County Correctional Facility.

Contracted by Public School District SAU7 as a Licensed Clinical Mental Health Counselor to provide mental health counseling for students at Colebrook Elementary School, Colebrook Academy, Stewartstown Elementary, and Pittsburg School through the School Aware Grant.

EXPERIENCE (continued): HST Coordinator Tri-County Human Services, Florida Center for Addictions and Dual Disorders February 2011 to June 2016

- Responsible, as a Clinical Team Leader, to Provide a Strong Modified Therapeutic Community Promoting Recovery for Adults from Substance Dependence, Trauma, and Other Psychiatric Disorders
- Responsible for Individual and Group Counseling Sessions
- Responsible for the Development, Scheduling, and Teaching of Psycho-Educational Classes for the education of Persons Served
- Assist the staff in clinical matters, basic operations, and general program development
- Assist program director with the supervision of the HST staff including hiring, orientation, training, performance evaluations, scheduling, and taking corrective action in accordance with agency policy
- Actively coordinates, supports, and participates in a Modified Therapeutic Community and the further development of the co-occurring therapeutic interventions and activities for person served. Such duties include coordination modules, performing groups, organizing off-campus outings, transportation, orchestrating Community meetings, address grievances, and attending ceremonies, meetings, and staffing concerning person served
- Assures documentation in case records comply with licensing, accreditation standards, and agency policy
- Available for 24-hour on-call, as assigned, and provide clinical counseling to person served as needed or assigned
- Performs other reasonable and related duties as assigned

Store Manager GCR Tire Bridgestone Americas January 2002 to February 2010

- Responsible to Secure Bridgestone Americas portion of the market at a profit
- Responsible for all HR work at the store level
- Responsible for all accounting work at the store level
- Responsible to hire and train sales and service staff for a tri-county area
- Responsible for daily direction of thirteen people
- Responsible for sales of over two million dollars

- Responsible for building and equipment maintenance and purchase of new equipment and trucks
- Last store managed lost \$385,000.00 the year before I acquired management responsibility and in two years turned into a loss of 48,000.00

Store Manager Callaghan Tire January 1991 to September 2000

- Responsible for HR work at store level
- Responsible for all accounting work at store level
- Responsible to hire and train sales and service staff for three locations
- Responsible for daily direction of twenty-one employees
- Responsible for sales of over three million dollars
- Responsible for buildings and equipment maintenance for three locations
- Responsible for manufacturing facility

Activities: Director of Special Olympics for Merrimack County New Hampshire for 3 years

Volunteer for Special Arts 2 years

Organizations: American Counseling Association 2010

Chi Sigma Iota: Counseling Academic and Professional Honor Society
International 2010

Kimberly M. Bell

EDUCATION

Masters of Science

*Clinical Mental Health Counseling
Addictions Treatment Certificate*

May 2016
Plymouth State University, Plymouth, NH

Bachelor of Science

Psychology with a Mental Health Option

May 2009
Plymouth State University, Plymouth, NH

Licenses

Licensed Clinical Mental Health Counselor
License no. 2127

March 22, 2019

WORK EXPERIENCE

Clinician

Northern Human Services

May 2016- Present
Conway/Wolfboro, NH

- Counsel and assist in skill building with adults with severe and persistent mental illness and those with co-occurring substance use disorders
- Integrate counseling theory and skills to provide appropriate and ethical services to clients
- Develop and write treatment plans, progress notes, and diagnostic summaries
- Implement crisis interventions to clients receiving emergency services
- Conduct emergency mental health and substance use evaluations
- Assist clients with case management needs such as connecting to resources, financial planning, and securing employment
- Serve as a member of the ACT team by providing therapy to ACT clients and consultation to the team on co-occurring disorders
- Co-facilitate MATRIX for the drug court treatment program in Carroll and Coos County
- Participate in weekly treatment team meetings and professional development trainings: suicide prevention, DBT, MRT, and providing services to veterans

GAIA M. POSNER
MSW, LCSW



EDUCATION

Silberman School of Social Work, Hunter College, New York, NY
Master of Social Work May 2015
Hampshire College, Amherst, MA
Bachelor of Liberal Arts May 2010

PROFESSIONAL EXPERIENCE

CENTER FOR HUMAN DEVELOPMENT, ORANGE, MA JANUARY 2018-PRESENT

OUTPATIENT CLINICIAN

Provided outpatient behavioral health for children, adolescents and their families

- Complete comprehensive intake assessments for individuals with mental health needs
- Produce treatment recommendations for clients involved in legal matters
- Offer therapeutic services for multiple mental health needs including anxiety, depression, trauma and substance use
- Collaborate with other providers including psychiatrists, teachers, doctors and probation
- Work with clients involved with the Drug Court program, providing individual and group counseling
- Conduct evaluations for clients involved in the Driver Alcohol Education program

SERVICENET, NORTHAMPTON, MA

AUGUST 2015-JANUARY 2018

IN-HOME THERAPY CLINICIAN

Provided in-home family therapy for children, adolescents and their families

- Diagnosed, treated, and served clients with diverse mental health, emotional and behavioral concerns
- Provided information to caregivers and other family members to support clients' strengths and needs
- Collaborated in a multi-disciplinary team of psychiatrists, counselors, and educators
- Developed and implemented short and long-term treatment plans
- Conducted individualized crisis evaluations and safety planning
- Participated in ongoing trainings on trauma-informed methodologies and cross-cultural sensitivity

NEW YORK FOUNDLING AND SCO SERVICES, NEW YORK, NY

2013-2015

MSW FIELD PLACEMENTS-SOCIAL WORK INTERN

Provided individual case management at an outpatient chemical dependency clinic

- Served a diverse population of clients with chemical dependency, trauma and loss
- Utilized both an evidence-based and a trauma-informed treatment model
- Provided intake assessments, counseling services, progress reports and discharge planning
- Designed and implemented a therapeutic arts group
- Provided in-home support to parents and children as part of a preventive care agency
- Designed and led *Baby & Me* socialization and parenting group
- Participated in weekly group supervision and attended ongoing trainings in early literacy and child development

THE UNITED ARC, GREENFIELD, MA

2010-2013

FAMILY SUPPORT PROGRAM COORDINATOR

Planned and facilitated weekly social programs for adolescents and young adults with disabilities

- Provided direct care for youth and adults at home and in the community
- Assisted Family Support Specialists with case management
- Developed programs, social events, info sessions, camps, and volunteer opportunities
- Advised advocacy groups for adults with disabilities
- Supervised twelve-month AmeriCorps intern
- Provided overnight supervision and as-needed counseling to adolescents in a residential program

HONORS AND AWARDS

- North Quabbin Outstanding Contributions Award 2013
- Hampshire College Ingenuity Award 2010

ADDITIONAL SKILLS

- EMDR therapist certification expected January 2019
- Proficient in MS Office • Mac • PC • Database Management • Strong interpersonal and organizational skills

Jennifer H. Ogren, LICSW



WORK EXPERIENCE

Northern Human Services, Wolfeboro NH

Outpatient Clinician

May 2001-2003, August 2004-Present

Perform client assessments and intakes. Work with clients to develop treatment plans and monitor their progress. Provide outpatient therapy for children, adolescents, and adults. Maintain records. Document developments and important events in accordance with clinical policies. Respond to client emergencies and crises. Attend weekly treatment team meetings, clinical case presentations and required training. Participate in weekly supervision. Teach Child Impact seminar. Teach weekly DBT classes and attended weekly consultation meetings. Work emergency services as needed. Supervise MSW interns and licensed eligible clinicians.

Substance Abuse Counselor

May 2003-July 2004

Performed client assessments and intakes. Assisted clients in developing of individual treatment plans and monitored their progress. Counseled clients in individual, group, and family settings. Responded to client emergencies and crises. Worked with local agencies to provide substance abuse prevention and intervention. Spent two hours weekly at Youth Center to provide consultation to them in the area of adolescent development, substance abuse, and behavior management. Attended community meetings. Attended staff meetings, case conferences and required training.

Emergency Services On Call Clinician

Intern

September 2000-May 2001

Provided regular and after hours emergency services support and assessment for possible inpatient psychiatric hospitalization. Performed mental status exams and suicidal assessments at Huggins Hospital Emergency Room. Consulted with doctors and psychiatrists regarding recommendations and hospitalizations. Attended IEA hearings. Provided crisis and safety plans to clients. Worked with clients on follow up care.

Woodman Park Elementary School, Dover NH

School Counselor

Intern

September 1999-May 2000

Developed and implemented social skills training for the 3rd and 4th grade students. Developed and implemented alternative recess program for at-risk students. Provided individual counseling for five students. Held parent meetings. Worked with teachers to deflect crisis situations.

Seacoast Mental Health Center, Portsmouth NH

Respite Care – Child, Adolescent and Family Services

September 1995-May 2000

Helped clients work through mental health issues by providing support and symptom management. Worked with families in providing healthy alternative care. Worked with child's treatment team in providing cohesive treatment.

Case Manager – Children's Department

April 1997 – May 2000

Worked on Intensive In-Home Support Team with high-risk kids and their families. Facilitated meetings between schools and families. Provided direct and indirect assistance to clients and families. Provided parent support and education. Responsible for certifications and quarterly paperwork. Helped families develop and/or expand natural community resources. Participated in community wraparound meetings. Connected families to community resources. Provided supportive counseling and symptom management to clients and their families.

Case Manager – CSP Department

December 1994-April 1997

Worked with a caseload of 35 clients with severe, persistent, mental illness. Implemented and developed treatment plans with treatment team, client and family. Was responsible for certifications, yearly and quarterly paperwork. Provided support around medication distribution. Provided direct and indirect assistance to clients and families. Connected clients to community resources. Helped clients develop and/or expand community resources. Provided mental illness management services that help clients manage psychiatric symptoms.

EDUCATION

Masters Degree in Social Work, 2001

University of New Hampshire

Durham, NH

Bachelors of Arts in Psychology, 1994

Keene State College

Keene, NH

Associates in Chemical Dependency, 1993

Keene State College

Keene, NH

TONI GARCEAU, LCMHC

OBJECTIVE

Experienced clinician seeking opportunity to join multi-disciplinarian team through which to utilize trauma specific treatment and promote an understanding of interventions designed to enhance family functioning and promote positive change.

EDUCATION

Assumption College Worcester Ma.
Masters Degree in Counseling Psychology Sept. 2009-Sept. 2011

University of Rhode Island Kingston R.I.
BA Psychology Sept. 2003-June 2007

HONORS AND AWARDS

Deans List, University of Rhode Island, 2006 and 2007
Outstanding Contributions to Psychology Senior Award 2007
Child and Family Concentration 2011

EXPERIENCE

Licensed Clinical Mental Health Counselor
Northern Human Services

Tuflonboro, N.H
April 2014-present

- **Outpatient Clinician responsible for assessing, evaluating and treating a diverse population in a community mental health setting.**
- **Emergency Services clinician collaborating with the local hospital on psychiatric emergencies on a rotating schedule**
- **Consultation and collaboration with the Children's Advocacy Center, consisting of DCYF and local law enforcement on cases with a trauma component.**

Worcester, Ma.
Massachusetts Society for the Prevention of Cruelty to Children April 2012-April 2014

- **Assessment and treatment of children in accordance with CBHI guidelines through in-home therapy and outpatient services**

- Provided specific treatment to children and families with sexual abuse history through VOCA (Victims of Crimes Act) program
- Coordinated parent-support group for parents/guardians of traumatized children
- Facilitated adolescent support group
- Certified in Trauma-Focused Cognitive-Behavioral Therapy through the MCTP (Massachusetts Child Trauma Project)
- Develop treatment plan and utilize resources provided by Therapeutic Mentoring and Therapeutic Training & Support team
- Utilization of combined and multimodal therapeutic framework including Child-Parent Psychotherapy (CPP), Parent-Child Interactive Therapy (PCIT), non-directive play therapy and Cognitive-Behavioral Systems Approach to treatment
- Supported DCF in educating potential Intensive Foster Care placement families

Clinical Intern

Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)

Worcester, Ma.

May 2010 to April 2011

Milieu Therapist

Bradley Hospital, Pediatric Partialization Program

East Providence, Rhode Island

Sept. 2007-April 2012

- Planned and conducted developmentally appropriate activities for 10-14 children ages 6 weeks to 6 years old
- Develop, coordinate and implement structured and unstructured interventions to benefit a multi-cultural population
- Facilitator of daily processing group
- Instruction of weekly social skills group focusing on emotion regulation, affect recognition, and relaxation techniques.
- Ongoing assessment and coordination of treatment with supervisory colleagues in adherence with evidence based treatment
- Participation in bi-weekly multidisciplinary team meetings
- Educate and provide feedback to caregivers in the home and on the unit
- Administration of relevant psychological measures
- Trained in de-escalation and restraint protocol through Safety Care
- Researched and introduced school readiness and social competence program to be used upon unit expansion

Laurianne Payne M.S. LCMHC

Areas of Specialty

- Dialectical Behavioral Therapy
- Emergency Services
- Trauma Focused CBT
- Crisis Prevention Intervention
- Mental Health First Aid
- Substance Abuse treatment

Education

Master of Science Mental Health Counseling *January 2014--August 2016*
Springfield College School of Human Services
St Johnsbury VT

Bachelor of Science Human Services
(Minors: Addictions Studies and Mental Illness) *September 2012 – December 2013*
Springfield College School of Human Services
St Johnsbury VT


Experience

Northern Human Services Mental Health Center Berlin NH *2015-present*
Licensed Clinical Mental Health Counselor *12/20/18*
MLADC in process / supervision for licensure *12/01/18-present*
Drug Treatment Court/Coos County –treatment provider *2015-present*
Project AWARE counselor SAU 3 Berlin NH *2011-2015*
North Country Independent Living Conway NH
Residential Supervisor, House Coordinator, and Residential Case Manager

Community Service Activities

Co-Founder of S.S.E.M.I.- an educational volunteer resource program for mental illness support, education and stigma busting - September 2012-present
Jen's Friends Cancer Fundraiser- volunteer and fundraising -2007-present
Gibson Center for Senior Citizens – volunteer services to senior citizens
January 2012-present
Salvation Army Warm Hearts Coat Drive- Coordinating partner in fundraising
September -November 2011

Gemini DeMers Resume



Education

Fall 2012 to Spring 2015, MA in Mental Health Clinical Counseling, Antioch University
New England, Keene, N.H.

Fall 2008 to Fall 2011, B.S. in Psychology: Specializing in Counseling and Human
Development, Liberty University, Lynchburg, V.A

Positions Held

April 2018 – Current, Director of Children’s Services

Northern Human Services

Description – Direct the therapeutic services that children in the Berlin/Gorham region receive through the agency. Supervise all case managers. Maintain appropriate relationships with other community agencies and work to improve the programs and services offered to individuals under the age of 18. Provide outpatient therapy services.

June 2017 – Current, Regional Emergency Services Worker

Northern Human Services

Description – Holding weekly overnight on-call shifts for the area of Coos and Upper Grafton Counties. Providing emergency services to individuals who call in crisis and are in need of immediate therapy intervention. Providing Mental Health Evaluations to 5 local hospitals and making recommendations for Involuntary and Voluntary Psychiatric Admissions for Crisis Stabilization of clients. Completing IEA’s, prayer and complaints, sending necessary information to DRF and other psychiatric units.

November 2016 – April 2018, Outpatient Therapist

Northern Human Services

Description – Facilitating therapy with individuals and families of all ages. Using an Electronic Medical Records (EMR) database to complete referrals, intakes, treatment plans and other necessary paperwork to keep a complete clinical record. Also, developing and facilitating a Dialectical Behavioral Therapy Group.

November 2015 – April 2016, Outpatient Therapist

Drug Abuse Treatment Association

Description – Working full time, counseling individuals with drug misuse in an outpatient therapy setting. Doing assessments that include a full biopsychosocial and assessing for the appropriateness of the program. Working with qualified individuals to create treatment plans and counseling them through a 12 week therapeutic program.

February 2015 to September 2015, Clinical Case Manager
NFI- North Davenport School

Description – Working in community based programs with families who are in need of the Intensive Service Option offered by the Department of Children, Youth and Families. In this role I visit the families twice a week in their homes to work on building family relationships in order to keep the youth in the home who are in danger of moving into residential treatment facilities or who have come home from residential treatment facilities. I also facilitate treatment meetings and other case management responsibilities. Also used as Clinical Internship for Master's program.

July 2012 to February 2015, Family Service Worker
Family Resource Center, Gorham, N.H.

Description - Working as a home visitor with families in Coos County. Dealing with issues such as relationships, parenting skills, money and stress management. Also, working with Department of Children and Families doing facilitated visits between foster care children and their biological parents and running a weekly toddler time group for parents and their children. Also used as Clinical Internship for Master's program.

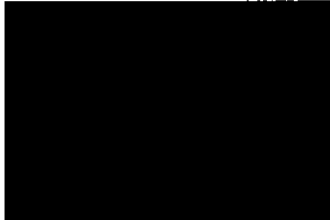
Licensures and Certifications

Certified Prime for Life Instructure – February 2019

Skills

Proficient in Microsoft Word, PowerPoint, Excel, and Outlook
Excellent Phone Mannerisms
Quality Listening Skills
Strong Supervisory Skills

Candace M. Ansaldi



Objectives

I am seeking a career opportunity in the Counseling field. I enjoy working with children and dealing with social, behavioral, and/or cognitive issues. My personal, professional, and educational experience with interpersonal skills and confidentiality will aid me in a position dealing with such concepts.

Education

Master's - Capella University - Online Program

Graduated - March 2016

Mental Health Counseling Program - CACREP Accredited

- Some Courses taken at the Graduate level: Human Development, Introspective and Personal Growth, Marriage and Family Systems, Ethical and Legal Issues in Professional Counseling, Theories of Personality, Principles of Psychopathology, Assessment Tests and Measures, Crisis Assessment and Intervention, Theories of Psychotherapy, Ethnic and Cultural Awareness, Human Sexuality, Life Planning and Career Development, Foundations of Addictive and Compulsive Behavior, Group Counseling and Psychotherapy, Child and Adolescent Counseling
- Through the duration of this program, we also complete a Track 1 and Track 2 Colloquium: The colloquium consists of face-to-face practice with our learned therapeutic microskills through role-play counseling sessions. During Track 2 we recorded video-taped sessions of our counseling skills. These two residency experiences are crucial learning components to our program.

Bachelor's - Southern NH University - Manchester, NH

Graduated - May 2011

Psychology Major - Forensic Concentration - Justice Studies Minor

- Psychology courses such as: Social Psychology, Abnormal Psychology, Human Growth and Development, Human Sexuality, Psychology of Personality, Psychology of Adult Adjustment, Counseling Techniques, Research Methods, Senior Seminar in Psychology, Cognitive Psychology, Forensic Psychology, Criminal Psychology
- Justice Studies courses such as: Organized Crime, International Criminal Justice, Legal Traditions, Criminal Investigation

Experience

April 2016 - Present | Mental Health Clinician

Northern Human Services | Berlin, NH

Conduct intakes and assessments with child, adolescent, and adult clients; Develop effective diagnoses and treatment plans; Establish rapport and provide treatment for a variety of mental health issues; Keep detailed, confidential progress notes for each case and quarterly reviews.

- MATCH-ADTC certified Therapist through Harvard Medical School's Judge Baker Children Center

October 2014 - Present | Internship

The Child and Family Center for Wellness | North Conway, NH

I worked with Kristin Honsberger, LCSW during the Practicum and Internship components of my Master's degree. During this time I observed Ms. Honsberger's skills, worked with her with clients, and also counseled on my own. The experience and skills I learned during this experience have helped me build my professional identity.

October 2011 - April 2016 | Sales Associate

G. H. Bass and Company | North Conway, NH

Cash register skills, shoe style and care knowledge, customer service

May 2010 - April 2015 | Keyholder/Bartender

Rafferty's Restaurant and Pub | North Conway, NH

Opening and closing tasks associated with key-holding, manage restaurant when owners are away. Take and place orders, deliver the guests' food, drinks and checks in a timely, accurate, and professional manner.

June 12-17, 2011 | Internship

Herbert Leon MacDonell | Corning, NY

I spent one week interning under the world's leading forensic science expert, Dr. Herbert MacDonell. Dr. MacDonell is an expert in blood spatter analysis, fingerprint identification, as well as firearm identification. During the week, he presented lectures, cases, and hands-on lessons teaching the class about forensic investigation.

I also have an extensive background in community service. I was an active part of my high school's Key Club, completing well over 500 hours of volunteer work in my four years ranging from roadside clean-up, coffee booth fundraisers, The American Red Cross, nursing homes, and many Children's events.

Skills

- Computer skills and programs
- Interpersonal Skills
- Food Service Skills
- Customer Service Skills
- CONFIDENTIALITY

REBECCA CORONITY



EXPERIENCE

JANUARY 2016 – PRESENT

CLINICIAN, NORTHERN HUMAN SERVICES

Conduct assessments and evaluations on children, families and adults to gather information to develop a treatment plan.

Utilize client developed goals to conduct therapy sessions using evidenced based practices to meet client needs.

Assess individuals in emergency situations to evaluate for suicide and homicidality.

DECEMBER 2012 – JANUARY 2016

CLINICIAN, WEST CENTRAL BEHAVIORAL HEALTH

Conduct assessments and evaluations on children and families to gather information and develop a treatment plan.

Utilize client developed goals to conduct therapy sessions to meet child and family needs.

Co-Leader of female adolescent Dialectical Behavioral Therapy (DBT) group.

Co-Presenter at Child and Family Psychotherapy (CPP) Training.

MAY 2011 – MAY 2012

CLINICAL INTERN, NORTHERN HUMAN SERVICES

Conduct assessments and evaluations on children and adults to gather information and develop a treatment plan.

Utilize client developed goals to conduct therapy sessions to meet child and family needs.

Assess individuals in emergency situations and evaluate for suicide and homicidality.

OCTOBER 2007 – MAY 2012

CASE MANAGER, NORTHERN HUMAN SERVICES

Collaborate and assist with accessing community resources.

Provide support and interventions to clients in community settings through functional support services.

EDUCATION

AUGUST 2012

MASTER'S SCIENCE, SPRINGFIELD COLLEGE

All coursework for licensed eligible mental health counseling.

GPA: 3.94

AUGUST 2007

BACHELOR'S SCIENCE, PLYMOUTH STATE UNIVERSITY

Includes all casework for undergraduate degree in social work.

SKILLS

- Excellent communication skills, ability to work well in teams and collaborate with other agencies for client support.
- Meet Deadlines
- Communication
- Organization
- Team work

ACTIVITIES

Member of the Board of Trustees of the Franconia Children's Center.

Jenny Wackerle, MSW, LICSW

EDUCATION:

- 1991 Masters of Social Work, Boston University School of Social Work
1986 B.A. (Psychology), Mount Holyoke College, Magna Cum Laude

PROFESSIONAL EXPERIENCE:

- 7/12-present **The Highlands Inn, Bethlehem NH**
Owner, operator
o Coordinate daily operations for 17 room inn including staff supervision, budgeting, accounting, inventory management, marketing, and guest relations.
- 9/10-7/12 **Whittier Rehabilitation Hospital, Bradford, MA**
Social Worker: Long Term Acute Care Rehabilitation Unit
o Conducted psychosocial assessments of patients; identified discharge service needs; facilitated necessary referrals
o Provided emotional support to patients regarding loss, substance abuse, adjustment to illness, psychosocial stressors
o Provided emotional support to family members
o Conducted caregiver support group and stroke survivor group
o Provided positive customer experience for patients and families
o Collaborated positively and effectively with multidisciplinary treatment team of doctors, nurses, rehab therapists
- 8/02-9/10 **Anna Jaques Hospital, Newburyport, MA**
Social Worker: Medical/Surgical and Birth Center Units
o Conducted psychosocial assessments, identified discharge service needs, provided necessary referrals to patients and families in general inpatient units as well as neonatal care center and birth center
o Provided emotional support to patients and families regarding medical, psychosocial and end of life issues
o Intervened in crisis situations
o Recipient of AJH "President's Award" due to customer service
- 1997-2006 **Arbour (HRI) Counseling Services, Haverhill, MA**
(part time) Therapist
o Provided ongoing clinic and home based individual and family therapy to children and adults; conducted diagnostic assessments, designed and implemented treatment plans

- 1999-2002* **Pentucket Area Early Intervention, West Newbury, MA**
Clinical Team Supervisor:
- o Supervised multidisciplinary team of 10-12 clinicians
 - o Coordinated provision of services for 100+ families
 - o Participated in agency policy and development
 - o Participated in local community collaborative meetings

- 1991-1994 & 1996-2002* **Pentucket Area Early Intervention, West Newbury, MA**
Developmental Therapist
- o Conducted family and psychosocial developmental assessments as part of a multidisciplinary treatment team
 - o Provided individual and group developmental play therapy to developmentally delayed and at risk children ages birth to three
 - o Provided individual, couples and family therapy
 - o Designed and facilitated parent groups
 - o Developed and implemented treatment plans
 - o Collaborated with treatment providers

- 1994-1996* **MSPCC Family Counseling Center, Lawrence, MA**
Therapist
- o Provided ongoing clinic, home and school based individual and family therapy to children and adults
 - o Conducted diagnostic evaluations, designed and implemented treatment plans, collaborated with treatment providers

- 1987-1989* **Department of Social Services, Cambridge/Somerville, MA**
Protective Social Worker
- o Provided ongoing protective casemanagement services to children and families
 - o Conducted family assessments, designed and implemented family service plans, collaborated with treatment providers

- 1986-1987* **Ellis Memorial Center, Boston, MA**
Preschool Teacher
- o Developed and implemented curriculum
 - o Established individual and group goals

INTERNSHIP EXPERIENCE

- 1990-1991* **Newton-Wellesley Hospital Psychiatric Unit, Wellesley, MA**
Social Work Intern
- o Conducted psychosocial assessments, provided brief individual and family treatment, developed discharge plans as part of a multidisciplinary treatment team

- 1989-1990* **ABCD Head Start, Allston, MA**
Social Work Intern
- o Conducted family assessments, provided support, information and referral services to children and families

Michele Authier, LICSW



Education

1982 **Master of Social Work**
Wayne State University
Specialization: Casework

1976 **Bachelor of Arts**
Michigan State University
Psychology

Human Services Experience

2004-present **Clinician**
Northern Human Services, Littleton New Hampshire

Work as a licensed clinical social worker and member of a multi-disciplinary behavioral health team. Provide mental health services for children, teens and adults. Specialize in treating depression, anxiety, personality disorders and PTSD. Responsibilities include conducting intakes, assessments, diagnosis, treatment and crisis intervention.

Worked as contractual social worker for Ammonoosuc Community Health Services, facilitated ART (Adult Resource Team) meetings and provided counseling and case management for elderly clients through the REAP (Referral Education Assistance and Prevention) program.

2017-present **Lecturer**
Springfield College, School of Professional and Continuing Services, St. Johnsbury Campus

Advise undergraduate students and graduate students in the Mental Health Counseling Program. Graduate courses

include Treatment Modalities and Counseling Skills/
Modalities.

2011-2016 **Adjunct Professor**
2000-2004 Responsibilities include advising and teaching undergraduate
students.

Courses: Child and Family Services, Adult
Developmental Learning, Issues in Research, Group Project
In Community Change, Human Sexuality, Core III,
Basic Counseling and Senior Seminar.

2002-2004 **Outreach Coordinator**
Recruited potential students, coordinated special events and
developed publicity campaigns.

1996-2000 **Domestic Violence and Sexual Assault Program Coordinator**
Umbrella, Inc. St. Johnsbury, Vermont

Recruited, trained and supervised volunteer and paid advocates
for 24/7 hour crisis hotline. Facilitated support groups.
Presented educational workshops and provided brief
counseling.

1990-1996 **Contractual Social Worker**
Provided educational workshops and support groups for
children, teens and adults.

Distinctions

1986 Child and Family Services Commissioner's Award

Community Service

2004-2010 Restorative Justice Panel, St. Johnsbury Vermont

2004-2008 Caring for Kid's Scholarship Committee

1999-2004 Community Coordinating Council

1999-2004 St. Johnsbury Recreation Board, Chair

2000-2001 St. Johnsbury Town Plan Committee

1998-2002 St. Johnsbury School Board, Chair

1996-1999 Caledonia County Domestic Violence Task Force
1993-1996 Domestic Violence/Sexual Assault Advocate
1989-1992 St. Johnsbury Afterschool Program Board, Chair
1991-1992 St. Johnsbury Athenaeum Board
1987-1989 Family Resource Council
1985-1992 North Country Caregivers Board
1984-1992 Rape Crisis Advocate, Umbrella

Affiliations

NASW National Association of Social Workers

References upon request.

Janet Pelletier LPN

Highlights of Qualifications

- 10 years experience as a licensed practical Nurse.
- 2 years secretary for state of NH Nurses for Developmentally Disabled Community.
- Highly committed to institutionalization and eager to support philosophy.
- Ability to prioritize, delegate, and motivate.
- Effective working alone and as a cooperative team member.
- Management talent for "seeing the whole picture"

Objective: Position working with developmentally disabled in region 1 - Berlin based.

Professional Experience

Staff Supervision and Personal Management

- Hired, supervised and trained staff for 1 1/2 years.
- Effectively managed residential setting by encouraging professionalism, pride in performance, and training staff in problem solving and team work. Supervised and evaluated staff enabling them to achieve work objectives.

Residential Nurse Manager

- Provided Administrative on-call coverage.
- Accurate accounting of House, Food, and Resident monies.
- Responsible for 8 Resident and Staff files.
- Responsible to provide optimal health management.
- Organized time effective direct care program in residential setting to implement continuity of care at optimal level on a rotating schedule.
- taught nutritional values and importance of balanced diet to staff and residents.
- Presented variety of in-services for problematic situations.
- Developed implemented Individual Service Plans and quarterly reviews.

Nursing and Therapy Aide

- As a LPN at St. Vincent DePaul, developed job positions, "Therapy Aide" COTA or LPN
- Devised Policy's and procedures and job description for this position.
- Coordinated position within State of NH regulations and agency.
- Developed Residents Council Committee.
- Supervised 5-6 CNA on 30 patient ward.
- Worked 20 hours as Therapy aide for seven years.
- 1 1/2 years provided direct nursing care and medical management in residential setting.
- Coordinated in-services, and presented to relevant information.

Education

- 1985 Social Work Methods (SLL)
- 1981-82 English Composition
Introductory to Psychology
Language as a Science
Social Psychology
Inleg Biological Science
NHVTC/Berlin
- 1988 Residential Specialist
Residential Problem Solving
NHVTC/Manchester
- 1973-78 Berlin Junior/Senior High School
- 1978-79 NHVTC/ Nursing Program

Employment History

- 10-80 thru 7-81 Chester Hospital, Keene, NH
- 9-81 thru 7-86 St. Vincent DePaul Nsg home, Berlin, NH
- 8-86 thru present William J. Moore Center, Manchester, NH

* Reference and recommendations will be furnished upon request.

Professional Development

- Continued In-services CEU's St. Anselm College, Manchester, New Hampshire
- Communication Skills
- Time Management
- Charting made easier
- Assertiveness training
- Behavior Interventions in Community settings
- Reality Orientation
- Working with Mentally Impaired elderly
- Live and work in Nursing Homes
- Physical Assessment
- Alzheimer's Disease I and II
- Stress Management
- Value Base Training
- Leadership Conference
- Participating in Passing Workshops
- Creative Interventions
- Validation Therapy-Naomi Fell-Glencliff Institution

NORMAN ERIC VAN LEUVEN, M.D.

OBJECTIVE

To obtain a consulting position in which to pursue my primary interests of chronic mental illness, children/adolescents, autistic spectrum disorder and other developmental disabilities.

EDUCATION

Dartmouth Medical School <i>Doctor of Medicine</i> Honors: Medical Honor Society, Graduated with Honors	Hanover, NH May 1977
Dartmouth College <i>Bachelor of Arts in Music, Magna Cum Laude</i> Honors: Graduate with Distinction, Phi Beta Kappa	Hanover, NH May 1974

INTERNSHIP AND RESIDENCY

Dartmouth Affiliated Hospitals and Mental Health Center <i>Psychiatric Resident</i>	1977-1981
<i>Rural Psychiatry Fellowship</i>	1980-1981
Mary Hitchcock Memorial Hospital	Hanover, NH
Veterans Administration Hospital	White River, VT
Sullivan County Community Mental Health Center	Claremont, NH
NH State Hospital	Concord, NH

EXPERIENCE

Northern NH Mental Health and Developmental Services, Inc. <i>Consulting Psychiatric Staff</i>	Conway, NH 2017-present
Provides psychiatric coverage for the Colebrook office, ~9 hrs/wk. This is a part-time position in which I see both adults and children with chronic mental illnesses as well as those with developmental disabilities. Includes psychiatric evaluations as well as medication follow-up. Also provide night and weekend on-call coverage.	
<i>Medical Director</i>	1980 - 2017
In a rural area, covering the northern third of the state, providing supervision of clinical staff; establishment of medical policy, quality assurance, teaching, consultation to area hospitals and nursing homes, direct in-patient and out-patient care, night and weekend on call coverage. Member of child treatment team. Primary interest and expertise in evaluation and treatment of chronic mental illnesses, child/adolescent psychiatry, those with developmental disabilities, and autistic spectrum disorders.	
NH Department of Vocational Rehabilitation <i>Consultant</i>	Concord, NH 1981-1995
American Board of Psychiatry and Neurology <i>Oral Examiner</i>	1984 - 1994

Dartmouth Medical School
Adjunct Faculty

Hanover, NH
1984 - 1996

HOSPITAL APPOINTMENTS

Androscoggin Valley Hospital, Berlin NH 1980-present
Weeks Memorial Hospital, Lancaster NH 1980-present

LICENSURE

Licensed in New Hampshire, since 1977

BOARD CERTIFICATION

National Board of Medical Examiners, 1978
American Board of Psychiatry and Neurology, 1982 (Psychiatry)

PROFESSIONAL MEMBERSHIPS

American Psychiatric Association, since 1984
NH Psychiatric Society, since 1984

OTHER INTERESTS/SKILLS

Film collector/archivist and lecturer
Musician
Pyrotechnician

Robert A. Murray, MD

CURRICULUM VITAE

BORN:

EDUCATION:

Honor Graduate, Vineland High School
Vineland, NJ Class of 1968

University of Pennsylvania,
Philadelphia, PA, 1968-1972
BA in Chemistry, *summa cum laude*, 1972
Phi Beta Kappa, 1971

Hahnemann Medical College,
Philadelphia, PA, 1974-1978, MD 1978
Alpha Omega Alpha, 1978

Internship at Pennsylvania Hospital
Philadelphia PA, June 18, 1978-July 1979

Resident in Psychiatry Institute of Pennsylvania Hospital,
Philadelphia, PA, July 1979-July 1982

Awarded Certificate of Achievement in the treatment of Adolescents
by Institute of Pennsylvania Hospital, 1982

**PROFESSIONAL
ACTIVITIES:**

Private practice of Psychiatry with special focus on treatment of
adolescents and young adults at the Institute of Pennsylvania
Hospital, July 1982-October 1992

Employment at West Philadelphia Community Mental Health
Consortium, 1982-1989

Staff Psychiatrist at Larchwood Counseling Center, Southwest
Counseling Center and University City Counseling Center,
1982-1984 (part time)

Psychiatrist, Emergency Home Visiting Team, 1984-1989 (part
time); performed psychiatric evaluations and did short term
crisis stabilization treatment with an inner city population in
their homes

Employment at Mercy Catholic Medical Center Psychiatric
Crisis Service, Misericordia Division, 1983-1989 (part time)

Robert A. Murray, MD
Curriculum Vitae

**PROFESSIONAL
ACTIVITIES continued:**

Staff Psychiatrist at Lutheran Hospital Counseling Services, LaCross, Wisconsin. Duties included psychiatric evaluation of adolescents and adults, medication management, supervision of therapeutic staff, supervision of eating disorders program and community support program for the chronically mentally ill. October 1992-August 1994

Medical Director of Community Support Services, Riverbend Community Mental Health, Inc., Concord, NH. Supervision of two part-time psychiatrists and a psychiatric nurse practitioner. Psychiatric assessment and treatment of severely mentally ill patients in conjunction with a multidisciplinary team. Clinical leadership, program planning and development. September 1994-2006

Medical Director, Riverbend Community Mental Health, Inc., Concord, NH. Overall supervision of all medical staff and clinical services. Clinical leadership, program planning and development for a large, innovative community mental health center. Also provided direct clinical care of adult patients with severe mental illness. Developed and inaugurated an ACT Team. 2006-2015

Staff Psychiatrist at New Hampshire Hospital, Concord, NH. Assessment and treatment of adult inpatients. Clinical leadership of inpatient interdisciplinary treatment teams. January 2015-present

**MEDICAL STAFF
AFFILIATIONS:**

Mercy Catholic Medical Center, Philadelphia, PA
1983-1989

Lutheran Hospital, LaCross, WI
1992-1994

The Institute of Pennsylvania, Philadelphia, PA
Associate Psychiatrist, 1982-1990
Attending Psychiatrist, 1990-1994

Concord Hospital, Concord, NH, Psychiatry Department.
1994-present (status changed from Active to Honorary Medical Staff in 2015)

New Hampshire Hospital, Concord, NH
2015-present

**BOARD
CERTIFICATION:**

Adult Psychiatry, 1992

REFERENCES AVAILABLE UPON REQUEST

DAWN M. HOLEMON, M.D.



CERTIFICATION AND LICENSURE

Missouri, (R2H59) Wyoming (10849A) Medical Council of New Zealand (77289)

Minnesota, inactive

American Board of Psychiatry and Neurology, October 1988 (30644)

EDUCATION

Washington University Department of Psychiatry | St. Louis, MO July 1982 to June 1986
Psychiatry Residency

St. Louis University School of Medicine | St. Louis, MO August 1978 to May 1982
Medical Degree

Wheaton College | Wheaton, IL March 1975 to May 1978
Bachelor of Arts, History

PROFESSIONAL EXPERIENCE

Counties Manukau Health Auckland, New Zealand October 2017 to March 2018

Consultant psychiatrist in Adult Outpatient Clinic

Castlewood Treatment Center for Eating Disorders | St. Louis, MO April 2010 to July 2017
Medical Director September 2014-October 2016. Duties include: initial psychiatric evaluation, medical management of eating disorder treatment, ongoing medical management of psychiatric illness through all levels of care, participation in treatment team planning, administrative duties. Level of appointment; Consultant Hours 30 hours weekly Working within the medical team with nursing, dietitian and therapy support. Total number of beds 38 and treating 15 patients per week.

SSM Hospital System | St. Louis, MO January 2005 to present
Population served: adolescents, children and adults with severe mental illness in urban community. Duties include: initial psychiatric evaluation, ongoing treatment, and consultation services in inpatient setting. Level of appointment; Consultant Hours 30 hours weekly Working within the medical team with nursing and social worker support. Total number of beds 85 and treating 25 patients per week.
Saint Joseph Hospital-Wentzville 500 Medical Drive Wentzville, Missouri 63385

Private Practice | Clayton, MO January 1986 to October 2014
Psychotherapy and medication management; population served included adults and adolescents. All outpatient services as psychiatric consultant with secretarial support staff. Treating 8 adolescents per week and 30 adults per week.

January 1994-October 2014 Individual Practice; Consultant in Psychiatry; Hours varied 10-30 weekly

January 1990-October 1993 St. Louis, MO Group Practice; Consultant in Psychiatry; Hours 40 weekly

July 1986-July 1987 St. Paul, MN Group Practice; Consultant in Psychiatry; Hours 40 weekly

Washington University Student Health Service | St. Louis, MO August 1987 to July 1989
Evaluation and management of psychiatric illness; undergraduate and graduate students. Level of appointment; Consultant Hours 20 weekly All outpatient work seeing college students with total treated per week 25. Worked on the psychiatric team with therapist support staff.

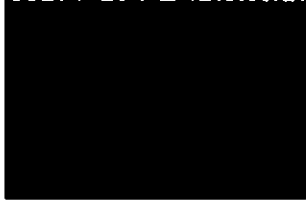
* Maternity leave from July, 1989-January, 1990

Relevant Qualifications: Practicing psychiatrist for over 30 years with adult and adolescent population in both hospital and clinic settings. Organizational member of the SSM Medical Staff in St. Louis MO. Served as Medical Director for Castlewood Treatment Center for Eating Disorders with administrative and clinical duties in residential setting.

Publication: The Sounds Of Silence?, Wengel S. MD; Burke W, MD; Holemon D, MD
Journal of the American Geriatrics Society 37; 163-166, 1989

References provided upon request

MEGAN WALLACE CARMAN, M.D.



NH Medical License # [REDACTED]

American Board of Psychiatry and Neurology Board Certificate # [REDACTED] Received 10/1991

Hospital privileges: New Hampshire Hospital 06/2014-Present (authorization of IEA's only)

Employment History:

Northern Human Services, Littleton and Colebrook, NH 06/2014-Present

- Adult outpatient psychiatry

Northeast Kingdom Human Services, St. Johnsbury, VT 06/2013-06/2014

- Adult outpatient psychiatry

Central Vermont Medical Center, Berlin, VT 03/2012-06/2013

- Inpatient staff psychiatrist on a 14 bed unit
 - Providing oversight and psychopharmacological management of psychiatric inpatients, consult-liaison to the medical floors, electroconvulsive therapy and on-call & emergency room coverage.
- Associate professor for UVM- College of Medicine
 - Providing supervision and teaching of 3rd year medical students rotating through the psychiatric services at CVMC.

Riverbend Community Mental Health Center, Concord, NH 07/1995-02/2012

- Medical Director of Riverbend Counseling Associates:
 - Administrative responsibilities and supervision of APRN's in a clinic serving a higher functioning population. 07/2011-02/2012
- Medical supervisor for Riverbend CMHC Emergency Services
 - Providing supervision of Riverbend's emergency service clinicians who cover Concord Hospital's emergency room 07/2006-02/2012
- Adult psychiatrist at Riverbend CMHC-Franklin office
 - Administrative responsibilities and psychiatric evaluation and medication monitoring of mixed adult population. 03/2004-02/2012
- On-call coverage for Concord Hospital

- Providing weeknight and weekend coverage for Concord Hospital's 15 bed voluntary psychiatric unit as well as consult liaison services to the medical floors and emergency room. 07/1995-02/2012
- Adult psychiatrist for Riverbend CMHC's Dual Diagnosis Team
 - Provided psychiatric evaluation and medication monitoring to clients that have co-morbid developmental disabilities and psychiatric disorders. 07/1995-07/2011
- Adult psychiatrist at Riverbend CMHC's community support program
 - Provided psychiatric evaluation and medication management to the chronic and severely mentally ill population. 07/1995-03/2004
- Adult outpatient psychiatrist at Concord Psychiatric Associates
 - Provided psychiatric evaluation and medication management in a medication only clinic. 09/1998-03/2004
- Adult psychiatrist at Lahey Hitchcock Behavioral Health
 - Provided psychiatric evaluation and medication management in a multi-specialty medical practice. 07/1995-09/1998

Northeast Washington Regional Support Network, Chewelah, WA 07/1994-06/1995

- Medical Director of Stevens County Counseling Services
 - Provided psychiatric evaluation, medication services and in-service training to mental health providers throughout a rural 4 county region.

Lakes Region Mental Health Center, Laconia, NH 07/1990-07/1994

- Staff psychiatrist at Genesis-The Counseling Group, a division of Lakes Region Mental Health.
 - Provided psychiatric evaluation, medication management, supervision of therapists, emergency psychiatric coverage, on-call coverage of a 12-bed voluntary psychiatric unit and consult-liaison services at Lakes Region General Hospital.

Education:

- Postgraduate:** Institute of Living- Hartford, CT 07/1986-06/1990
General Adult Psychiatry Residency Training Program
Chief Resident of Institute of Living 07/1989-06/1990
- Graduate:** UMDJ-Rutgers Medical School, Piscataway, NJ 09/1982-05/1986
Academic honors in Anatomy, Biochemistry, OB/GYN Clerkship,
General Psychiatry and Consult-Liaison Psychiatry
Doctor of Medicine Degree 05/1986
- Undergraduate:** Cook College-Rutgers University, New Brunswick, NH
09/1977-05/1981
Pre-veterinary Science Major
American Society of Animal Science Award 04/1980
Bachelor of Science Degree 05/1981
Graduated with High Honors

ROBYN BLAIS

My plan for the future is to utilize the skills that I have gained throughout my bachelor and master's degrees to pursue my passion of working with children and families. My previous experience allowed me to practice executing critical thinking skills and theoretical intervention techniques with supervision. I am pursuing my licensure to become a Licensed Independent Clinical Social Worker in the state of New Hampshire.

Education

- **Appalachian State University** May 2019
 - Master's of Social Work
- **Appalachian State University** May 2018
 - Bachelor of Social Work
 - Magna Cum Laude

Current Position

- **Licensed Eligible Clinician at The Mental Health Center for Northern Human Services in Colebrook, NH** June 2019 - Present

Related Experience

- **Intern at the Guardian ad Litem Program for the 24th Judicial District** August 2018 - May 2019
 - Worked closely with children, families, and child welfare agencies in order to make informed decisions as an advocate for children in the court system
 - Worked with volunteers in the program to ensure that they were trained properly and felt confident when interacting with their clients
 - Wrote and edited official court documents on a monthly basis
 - Interacted with clients and agencies involved in their lives regularly, such as school professionals, counselors, and healthcare providers
 - Utilized supervision and critical thinking skills when making decisions regarding the best interests and safety of the clients
- **Intern at the Watauga County Department of Social Services in the Child Protective Services Unit** January 2018 - May 2018
 - Worked with staff to investigate reports of suspected child abuse and neglect, and conducted in-home services, foster care, and adoptions
 - Administered services to clients and families and ensure compliance to clients' needs
 - Conducted casework management on a daily-basis
 - Coordinated with external agencies in social service provision
 - Evaluated client services to ensure maximum efficiency and quality
- **Small Group Tutor for the University Tutorial Services at Appalachian State University** October 2017 - January 2019
 - Taught and assisted students in learning and practicing the concepts necessary for success in a subject area
 - Provided a forum for participatory learning
 - Engaged students in facilitating discussions and understanding difficult concepts
- **Interdisciplinary Tutor for the University Tutorial Services at Appalachian State University** October 2017 - January 2019

- Trained in applying study skills and review strategies to any subject area
- Aided in improving studying skills, such as note-taking, organization, and time-management
- Provided ideas and supported traditional students and student veterans in identifying tasks, creating weekly study plans, and eliminating procrastination
- **Volunteer at the Scholars with Diverse Abilities Program (SDAP)** **September 2016 - January 2018**
 - Acted as a natural support system and study-buddy for students in the program
 - Worked with students with varying types of intellectual disabilities
- **Myakka River Elementary School** **June 2013 - July 2017**
 - Planned and graded assignments with teachers and worked on in-class activities with students

Other Experience

- **Graduate Research Assistant at Appalachian State University** **August 2018 - May 2019**
 - Assisted in conducting research studies, coordinating within the community, and synthesizing research
 - Was published alongside a faculty supervisor in research articles concerning reproductive autonomy, rural communities, and interpersonal violence
- **W.A.M.Y Mountain Adventures Summer Camp Counselor** **May 2018 - August 2018**
 - Provided childcare and worked with impoverished and special needs first and second grade children
 - Met and addressed the children's social and emotional needs
 - Communicated with parents and caregivers concerning behavioral reports or concerns
- **Collaborative Project with AppHealthCare** **September 2017 - December 2017**
 - Collected and analyzed data for the 2017 Watauga, Ashe, and Alleghany Community Health Assessment
- **Spirit Ride Therapeutic Riding Center** **August 2017 - November 2017**
 - Worked with colleagues and the organization to coordinate and plan fundraisers
- **Research Project** **September 2017 - December 2017**
 - Conducted a research project studying the correlation between mental health, school engagement, and social support in LGBTQ+ teenagers enrolled in Appalachian State University
- **Volunteer at the Social Work Spring Open House** **April 2017**
 - Advocated for and represented the social work department by speaking with prospective students
- **The Hospitality House of Boone, NC** **March 2017 - May 2017**
 - Prepared and served meals for community members, organized donated items, and worked in the gardens to collect and grow fresh produce
- **Social Work Volunteer at the Children's Playhouse of Boone, NC** **March 2017 - May 2017**

Academic Activities / Certifications

- **Elected Social Justice Coordinator of the Students Association of Social Workers Club** **May 2017 - December 2017**
- **Students Association of Social Workers Club** **January 2017 - May 2018**
- **38 Service Learning Hours at the Scholars with Diverse Abilities Program** **August 2016 - December 2016**
- **Collaborative Institutional Training Initiative (CITI) Certified**
 - Educated about issues involving human subject research
- **Screening, Brief Interventions, & Referral to Treatment (SBIRT) for Substance Use Problems Certification**
- **CPR and First Aid Certification** **May 2018**

Organizational Membership

- **North Carolina Child Welfare Collaborative**
- **Phi Alpha (Social Work Honors Society)**
- **Pi Gamma Mu (Social Science Honor Society)**

SUZAN DEWITT, MSW

EDUCATION

January 2016 – May 2018 <i>M.S.W.</i>	University of New Hampshire	Durham, NH
August 1991 – May 1993 <i>B.S. in Sociology/Minor in Social Work</i>	Northern Arizona University	Flagstaff, AZ
August 1989 – May 1991 <i>A.A. in Humanities</i>	County College of Morris	Randolph, NJ

EXPERIENCE

May 21, 2018- Present <i>License Eligible Clinician</i>	Colebrook Mental Health Center	Colebrook, NH
<ul style="list-style-type: none">• Provide individual therapy for case load of clients, to people affected by mental illness, developmental disabilities, substance abuse, acquired brain injury or related disorders• Conduct intake assessments, diagnoses, and treatment plans• Working knowledge and implementation of electronic medical records (EMR)• Team collaboration among clinicians, case managers, and staff psychiatrists• Emergency Services: IEA assessments; request for services		
January 2, 2018- May 20, 2018 <i>Non-licensed Counselor</i>	Colebrook Mental Health Center	Colebrook, NH
<ul style="list-style-type: none">• Provide individual therapy for case load of clients, to people affected by mental illness, developmental disabilities, substance abuse, acquired brain injury or related disorders• Conduct intake assessments, diagnoses, and treatment plans• Working knowledge and implementation of electronic medical records (EMR)• Team collaboration among clinicians, case managers, and staff psychiatrists• Developing knowledge about mental health laws		
August 2008 – June 2013	Pittsburg School	Pittsburg, NH

Paraeducator/One-on-one Aide

- One-on-one and small group instruction in academic areas for special needs students
- Student progress evaluation
- Physical Education assistance
- Life Skills education
- Varied teacher assistance

August 2006 – June 2008

Stewartstown Community School

West Stewartstown, NH

Paraeducator/One-on-one Aide

- One-on-one and small group instruction in academic areas for special needs students
- Student progress evaluation
- Physical Education assistance
- Life Skills education
- Varied teacher assistance

SKILLS/MEMBERSHIP

- Excellent Communication Skills
- Experience with Mental Illness/Substance Abuse
- Knowledge of Local Resources
- Strong Understanding of Continuity of Care
- Knowledge About Varied Counseling Methods
- Basic Social Work Group Knowledge and Skills
- Knowledgeable about CBT, DBT, and Mindfulness
- Strong Evidence-Based Research Skills
- NASW member
- Member of Kiwanis service organization
- Volunteer coaching experience
- IEA assessments
- Suicide Assessments

Lesley Wotton

Position: Out-Patient Therapist (Colebrook & Groveton)

Employment:

August 28 2017 – Present The Mental Health Center, Northern Human Services
Licensed Eligible Clinician

October 2010 – August 2017 Pathways Pregnancy Care Center

Executive Director

- Train staff and volunteers
- Develop curriculums to be used with clients
- Donor relations
- Fundraising events
- Connect with area resources
- Meet with clients
- Day-to-day operations of the center
- Yearly statistics
- Write the Annual Report
- Develop a budget with the Board of Directors

September 2008-2010

Pathways Pregnancy Care Center

Client Service Director

- Work with the Executive Director with the day-to-day operations of the center
- Maintain materials for the Baby Boutique

- Meet with clients
- Complete intake, chart client progress, and all required paperwork
- Help train volunteers
- Match volunteers to clients

Education:

September 2015 – August 2017 Springfield College Master's Degree Program

Clinical Mental Health Counseling

Degree Completion: August 21, 2017

May 2016 – August 2017

Ammonoosuc Community Health Services

Cottage St. Littleton, NH

Supervisor: Stephen Noyes

Additional Training and Skills:

December 2016 – Present

NH Disaster Behavioral Health Team

October 2015

Mental Health First Aid

References:

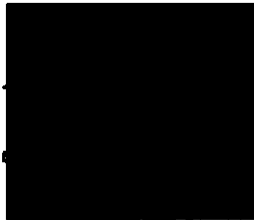
Cindy Bird – Director of Gilpin House, Littleton, NH



**Stephen Noyes – Director of Behavioral Health Services, Ammonsoosuc
Community Health**



Vicki Myles – Board Chairperson, Pathways Pregnancy Care Center



Elizabeth Dubay

Education

DBT- Certified
IMR- Certified

Rochester, NH USA

Plymouth State University
MS - Clinical Mental Health Counseling (Chi Sigma Iota-Upsilon Pi)
Marriage and Family Counseling Certificate
(Chi Sigma Iota-Upsilon Pi) GPA 3.77
Graduated: May 2017

Plymouth, NH USA

Southern New Hampshire University
Bachelor of Arts Psychology (Magna Cum Laude) GPA 3.522
Graduated: September 2012

Manchester, NH USA

Hesser College
Associate of Arts Psychology
Graduated: September 2007

Portsmouth, NH USA

Therapeutic Experience

September 24, 2018-Present
Northern Human Services

Wolfeboro, NH USA

Responsibilities

- Conduct lethality assessments and determine overall lethality risk.
- Complete mental health evaluation to determine level of care required for client's who present to local hospital emergency room with mental health concerns.
- Provide crisis intervention for persons experiencing psychiatric/emotional crises. Intervention includes phone screenings and telephone triage face-to-face evaluations, crisis stabilization services, safety planning, and referral for outpatient support.
- Develop and maintain collaborative working relationships with hospital based staff and other providers in order to effectively serve all clients in crisis.

July 10, 2017- August 15, 2018: **Adult Therapist**

Community Partners

Rochester, NH USA

Responsibilities

- Conduct intake assessments to evaluate the individual's appropriateness for program, at discharge, and every 90 days while client is enrolled in treatment.

- Provide individual therapy to clients with a wide range of presenting problems, including: clients with severe mental illness, severe and persistent mental illness, co-occurring disorders, and low utilizing clients.
- Provide individual support as needed in regards to crisis intervention, referrals to other resources, and communicating with outside parties involved in the client's treatment.
- Manage 50-100 clients while maintaining clinical documentation.
- Provide clinical oversight and leadership to all assigned cases.
- Develop and implement treatment plans, evaluate progress towards goals, and make changes as necessary.

December 2016-May 2017: Therapist-In-Training, Marriage and Family Therapy Intern
 Portsmouth Regional Hospital Partial Hospitalization Program (PHP) Hampton, NH USA

Responsibilities

- Offer systemic therapy to individuals, couples, and families with a variety of presenting problems, including: anxiety, depression, bipolar disorder, personality disorders, anger management, PTSD, suicidal/homicidal ideations, unemployment, substance abuse, co-parenting, conflictual relationships, bereavement, and difficult transition periods.
- Participating in supervision to strengthen and expand clinical skills.
- Work with clients and supervisors to form and implement treatment plans with a theoretical foundation.
- Support fellow clinicians by participating in observations and group feedback on difficult cases.
- Facilitate/Co-facilitate group therapy (15 clients) surrounding topics of: Intrapersonal Growth, Interpersonal Skills, Emotion Regulation, Distress Tolerance, and Relapse Prevention.
- Documentation of therapeutic notes utilizing DAP format.

April 2016-Dec 2016: Therapist-In-Training, Mental Health Counseling Intern
 Portsmouth Regional Hospital Partial Hospitalization Program (PHP) Hampton, NH USA

Responsibilities

- Offer systemic therapy to individuals, couples, and families with a variety of presenting problems, including: anxiety, depression, bipolar disorder, personality disorders, anger management, PTSD, suicidal/homicidal ideations, unemployment, substance abuse, co-parenting, conflictual relationships, bereavement, and difficult transition periods.
- Participating in supervision to strengthen and expand clinical skills.
- Work with clients and supervisors to form and implement treatment plans with a theoretical foundation.
- Support fellow clinicians by participating in observations and group feedback on difficult cases.

- Facilitate/Co-facilitate group therapy (15 clients) surrounding topics of: Intrapersonal Growth, Interpersonal Skills, Emotion Regulation, Distress Tolerance, and Relapse Prevention.
- Documentation of therapeutic notes utilizing DAP format.

Nov 2015-Nov 2016: **Awake Overnight/ Relief Adolescent Counselor** Dover, NH USA
 Dover Children's Home

Responsibilities

- Supervising residents and group activities to promote a safe environment.
- Teach residents behavior modification techniques, problem solving, and life skills.
- Report observations of adolescents to the treatment team during weekly staff meetings.
- Provide a positive therapeutic environment and serve as a positive role model.
- Maintain documentation pertinent to residential client.
- Provide individual counseling to residential clients when needed.

July 2007- August 2009: **Residential Care Counselor/Supervisor** Hampton, NH USA
 OdysseyNH Adolescent Therapeutic Center

Responsibilities

- On-site consumer resident supervision and support.
- Communicating observations and information about the consumer resident to the program coordinator, RN, and treatment team.
- Supervising, organizing, and supporting recreational and/or socialization activities.
- Apply Crisis Prevention Institute (CPI) techniques to youth with behavioral and psychiatric conditions
- Participation in the development and implementation of the comprehensive treatment/service plan.
- Documenting observations, information, and services provided to the consumer resident in progress notes.

Awards

PSU Chi Sigma Iota-Upsilon Pi


Winter 2014 - Present

Elizabeth Dubay



References

Community Partners
25 Old Dover Road
Rochester, NH

1. **Team Supervisor: Kelly Brough (603)** 

Portsmouth Regional Hospital, Partial Hospitalization Program
55 High Street
Hampton, NH

2. **Program Manager: Stephen Curtis (603)** 

3. **Clinical Supervisor: Jason Frazier (603)** 

Dover Children's Home
207 Locust Street
Dover, NH

4. **Program Director: Melissa Royer (603) 742-4289 ext 13**

The Helping Center
17 High Street
Plymouth, NH

5. Program Director: Stephen Flynn (603) [REDACTED]

RESUMÉ – Vicki Harlow, M.Ed.

EDUCATION:

Post Master's - 3 credit course - Abnormal Psychology - College for Lifelong Learning
M. Ed. – Health Education (Guidance and Counseling minor) – Plymouth State College,
Plymouth, N.H.

B.S. in Education.– Tufts University, Medford, MA.

RELEVANT EXPERIENCE:

2001 – present – Outpatient Clinician – Northern Human Services – Mental Health

1987- 2001 – Psycho Social Rehabilitation Counselor – Carroll County Mental Health

TRAININGS:

October 1992 – Dialectical Behavior Therapy – Two day training

May 1997 – Dialectical Behavioral Therapy Intensive Training. One week training

October 1997 - Dialectical Behavior Therapy (DBT) Part II. One week training

October 1999 – Substance Abuse – “Improving the Quality of Treatment”

October 2001 - Dialectical Behavior Therapy – Part I - Intensive Training. One week training

July 2002 – “Screening and Assessment for Alcohol and Other Drugs” 1 day

May 2003 – Brain Injury Symposium – 1 day

June 2004 – Counsel on Access to Lethal Means – 3 hrs.

Sept. 2006 – Advanced Motivational Interviewing – 6 hrs.

October 2006 – Substance Abuse Conference, “Recovery and Resiliency” 2 days

April 2009 – Rural Educational Assistance Program (REAP) 1 day

June 2009 – Adolescent Dialectical Behavior Therapy – 4 hrs.

May 2010 - Illness Management and Recovery Training – 2 hrs.

Sept. 2010 – Suicide Prevention and Response – 3 ½ hrs.

WORKSHOPS:

- May 1995 – “Behavioral Assessment and Reactive Strategies”
- May 1995 – “Basic Principles of Positive Programming and Nonaversive Behavior Management”
- September 1996 – Governor’s Commission on Domestic Violence
- March 1997 – “Conditional Discharges”
- March 1998- “Elderly Abuse and Neglect”
- May 1998 – “Human Rights”
- June 2001 – “Treatment of PTSD in Adulthood”
- April 2004 - "Screening and Assessment for Alcohol and Other Drugs"
- Sept. 2004 - "CD Revocations" Workshop at New Hampshire Hospital
- Dec. 2004 - "New Treatments in Understanding and Treating Self-Injury
- June 2005 - "Uncovering Dangerous Secrets; Suicide, Violence, and Difficult Personality Disorders"
- June 2005 - Presentation by staff of Brain Injury Association of N.H.
- June 2008 – Adolescent Dialectical Behavior Therapy
- March 2010 – 8 hrs. E-Learning – Client/Patient Rights, Confidentiality and HIPPA, Corporate Compliance and Ethics, Deficit Reduction Act Compliance, Security
- June 2010 – Workshop on “Supported Employment”
- June 2010 – “Smoking Cessation”

ONGOING TRAININGS AND SUPERVISION:

- Weekly supervision by Licensed Clinician
- Weekly staff meetings and presentations by clinical staff incl. agency psychiatrist
- Weekly staff meetings with case management team
- Quarterly Ed. Sessions/Updates w Pharmaceutical Companies
- March 2009-June 2009 – Weekly DBT consultation team meetings

Nicole C. Demers



Education

Keene State College, Keene, NH

Bachelors of Art in Psychology.Candidate, Graduated, May 2016

- Also received a minor in Addictions

Plymouth State University, Plymouth, NH

Masters in Clinical mental Health Counseling, Expected Graduation December 2018

Work Experience

Berlin Public Schools, Berlin, NH

Substitute Teacher, January 2017-Present

- Grades 3-12 Substitute
- Hillside Elementary Guidance Substitute

Coos County Nursing Home, Berlin, NH

Licensed Nursing Assistant, December 2012-present

- Patient Care & Safety
- Medical Terminology
- Electronic Medical Recorders
- Privacy/ HIPPA Regulations
- Patient Advocacy & Support

Internship at Monadnock Alcohol and Drug Abuse Coalition, Keene, NH

Intern October 2015-May 2016

- Attend training at NH Training Institute on Addictive Disorders in Concord, NH
- Part of the Youth Committee
- Created a Guidebook on various Prevention awareness events for coalition

Professional Development

- Youth Mental Health First Aid at Berlin High School
- HIPPA Workshops at Coos County Nursing Home
- Resident Care Workshops at Coos County Nursing Home
- The Twelve Core Function of the Alcohol and Other Drug Abuse Counselor at NH Training Institute on Addictive Disorders, Concord, NH
- Trauma Focused Cognitive Behavioral Therapy (CBT) Counselor at NH Training Institute on Addictive Disorders, Concord, NH
- HIV Trends & Treatment at NH Training Institute on Addictive Disorders, Concord, NH
- Drug Treatment Alternative and Effectiveness, Berlin Middle School Auditorium

Additional Skills

- Provides and ask for feedback
- Listens attentively
- Openly expresses ideas, negotiates/ resolves differences
- Multicultural sensitivity/ Awareness
- Ability to give full attention to what others people are saying, take time to understand points being made, and ask questions as appropriate
- Patient, detail oriented and very easy to communicate with

Extracurricular Activities

- Volunteer for Special Olympics, 2001-present
- Volunteer for Androscoggin Valley Chamber of Commerce, 2011-present
- Member of Student Activity Council at Keene State College, 2014-2016
- Member of Chi Sigma Iota Counseling Academic and Professional Honor Society International

References

Corrine Cascadden
ccascadden@sau3.org
[REDACTED]

Michael Mariska
mmariska@plymouth.edu
[REDACTED]

Kimberly Benulien
[REDACTED]

Jaime-Rose Kelly



OBJECTIVE:

To acquire an Internship Placement for a Clinical Mental Health License through the School of Professional and Continuing Studies, Mental Health Counseling, at Springfield College, St. Johnsbury campus, with an expected graduation date in 2018.


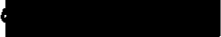
EDUCATION:

Springfield College
School of Professional and Continuing Studies
Mental Health Counseling
St. Johnsbury, Vermont
Master's Degree, Clinical Mental Health
Expected Completion Date 2018

Liberty University
Lynchburg, Virginia
Master's Degree: Human Services Counseling: Crisis Response and Trauma
May 14, 2016

Eastern Nazarene College
Quincy, Massachusetts
Bachelor of Art Degree: Psychology: Child and Adolescent Development
May 2002

EXPERIENCE:

<p>May 2012-present Chef Joe's Catering <i>Server/Waitress</i> Joe and Nancy Peterson </p>	<p>March 2012-December 2015 Kelly's Video Littleton, New Hampshire <i>Co-owner</i> Mike and Jaime-Rose Kelly </p>
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<p>January 2005-February 2012 At-home Daycare Littleton, New Hampshire <i>Self-employed daycare provider</i> Jaime-Rose Kelly</p>	<p>September 2007-present <i>Homeschool Educator</i> Littleton, New Hampshire Jaime-Rose Kelly 6 [REDACTED]</p>
<p>July 2002-December 2004 Formerly White Mountain Mental Health Agency Littleton, New Hampshire <i>Children's Case Manager</i> Suzanne Gaetjens-Oleson, Supervisor <u>sgaetjens@nothernhs.org</u></p>	<p>April 2000-July 2002 South Shore Mental Health Quincy, MA <i>Case Manager</i> Kristin Whitmore, Supervisor 1-781-249-4179</p>

VOLUNTEER:

<p>Good News Club Lakeway Elementary and Franconia Helper, 2012-present Jan Starring [REDACTED]</p>	<p>H.I.S. Homeschool Co-op Faith Bible Church Director, 2013-present Nick Deyoung [REDACTED]</p>
<p>Sex Trafficking Panel with Threads of Hope, and others Hosted by Faith Bible Church Coordinator Jaime-Rose Kelly, with Morgan Trahan August 25, 2016</p>	<p>NH Behavioral Response Team NH DHHS Volunteer, 2015-present Jennifer Schirmer <u>jennifer.schirmer@dhhs.nh.gov</u></p>

SKILLS:

Leadership Skills

Management Skills

Administrative Skills

Member of American Christian Counselors Association, awarded by coursework
completed in Summer 2015

Compassion

Listening Skills

Heart for justice ministries and missions

HOBBIES:

Singing

Running

Reading

Hiking

Visiting elderly

Service, wherever needed

KRYSTAL R. BRAASE

CORE COMPETENCIES & QUALIFICATIONS

Collaborate Constructively
Leadership Strengths
Caring and Compassionate

Crisis Intervention Strategies
Motivated to Grow Professionally
Advocate for Others

Demonstrates Initiative
Strong Work Ethic
Empathetic

- Contributed to the development and transition of service model delivery for The Hunter School, collaborating with colleagues to create a new program design, mission statement and identifying sources for financial support.
- Train new staff to deliver on employment responsibilities.
- Experience supporting with individuals in need by providing access to services based on each unique circumstance.
- Utilize therapeutic skills daily to support others make progress on achieving individualized goals.

RELEVANT PROFESSIONAL EXPERIENCE

FAMILY OUTREACH WORKER | *Easterseals*, Lancaster, NH

2018- current

➤ *Individual Service Option (ISO), providing supportive services to children who exhibit chronic mental, emotional, physical and/or behavioral problems that require supervision and consistent structure. (easterseals.com)*

- Educate and support families and clients in-home on interventions and treatment strategies as identified in the treatment plan. Services may include resource identification, individual and/or family counseling and support, crisis management, 24-hour on-call support, behavioral management strategies, skills in developing healthy relationships, transition and discharge planning, communication training, coping strategy training, and advocacy with medical professionals, schools and other agencies.

WRAP AROUND COUNSELOR | *Bridges Foundation*, Gray, ME

2015 – 2017

➤ *Educational and Family Outreach Services, providing education, training, support, respite care, employment, social and recreational opportunities within the Northern New England area. (thebridgesfoundation.org)*

- Educate families and clients in-home on coping strategies and skills of daily living with the outcome of increasing their success in handling chaos and crisis and promoting a healthier mental and physical health.
- Encourage and support clients in participating with recreational programming.

CHILD DEVELOPMENT COUNSELOR | *The Hunter School*, Rumney, NH

2014 – 2015

➤ *Small, non-profit residential and day school where young boys and girls with ADHD, Anxiety, Autism, Mood Disorders and related conditions are nurtured, educated and celebrated utilizing a unique curriculum of Energetic Mindfulness; a combination of cognitive behavioral therapy with a twist of mindfulness and an understanding of thoughts, energies, behaviors and actions. (hunterschool.org)*

- Supported students and encouraged their success in an academic environment promoting learning and increased independence in adherence with their goals set forth in their Individualized Educational Plan (IEP).
- Ensured student safety, monitored behaviors and promoted positive behavior correction.

YOUTH COUNSELOR / AWAKE OVERNIGHT | *Becket Family of Services*, Plymouth, NH

2013 – 2014

➤ *Residential treatment and special education facilities throughout New England providing an array of youth and family driven solutions for children and adolescents with behavioral diagnoses. (www.becket.org)*

• *Mount Prospect Academy Location*

- Performed functions related to the care and therapeutic treatment of adolescents in a supervised residential setting.
- Ensured a safe physical and emotional environment while building trust based productive relationships.
- Observed behaviors and objectively documented events with clarity in adherence with the Individual Treatment Plan.
- Acted as a positive role model for adolescents in regards to all behaviors including communication, hygiene, and appearance, management of self, response to stress / challenges and in the demonstration of positive relationships with others.

EDUCATION / TRAINING / CERTIFICATIONS

MASTER OF SCIENCE-COUPLES AND FAMILY THERAPY | *Plymouth State University*, Plymouth, NH 2015 – Continuing

• *Course Highlights:*

• *Personal Transformation and Healing Concentration*

- Advanced Human Development
- Social Behavior and Diversity

- Foundations and Ethics in CFT
- Counseling Skills

NICOLE ELIZABETH MAHER-WHITESIDE



LICENSES AND CERTIFICATIONS | ANCC Certificate # [REDACTED]
Family Psychiatric and Mental Health Nurse Practitioner
NH ARNP License # [REDACTED]
NH RN License # [REDACTED]
DEA # [REDACTED]

EXPERIENCE | **Northern Human Services**
25 West Main Street, Conway, NH 03818
4/2017 – Present
Assessment, treatment, and medication management for clients.

Saco River Medical Group
7 Greenwood Ave., Conway, NH 03818
12/2009 – 4/2017
Assessment, treatment, and medication management for patients.

Department of Veterans Affairs Medical Center
718 Smyth Road, Manchester, NH 03104
6/2007 – 12/2009
Assessment, treatment and medication management for patients.

Private Practice, Nicole E. Maher Counseling Services
PO Box 471, Chocorua, NH 03817
1/1999 – 8/2003
Psychotherapy for children, adults, and families

Bahder Behavioral Health
171 Daniel Webster Hwy, Belmont, NH 03220
11/2000 – 2001*
Child and Family Clinician

Lakes Region Family Services
95 Water Street, Laconia, NH 03246
4/1998 – 7/2000
Executive Director Clinical Coordinator
*Supervision of Counseling Program, Family Support Services, Mediation and Child Advocacy.
*Clinically supervise all Clinical Staff
*Work collaboratively in community on issues facing families and children.
*Work with the Board of Director's on public relations, finances, and fund raising.

*Work on Domestic Violence Council, and chair sub-committee on the impact of violence on children.

*Provide trainings on boundaries, problem solving, safety and impact of violence on children.

New Hampshire Technical College – Adjunct Faculty

379 Belmont Road, Laconia, NH 03246

9/1995 – 5/2003

Instructor: Classes taught:

*Children, Youth, and Family

*Supportive Communication Skills

*Human Relations Counseling

*Learning and Behavior

*Individual Assessment and Planning

Lakes Region Family Services

95 Water Street, Laconia, NH 03246

5/1993 – 4/1998

Staff Clinician

*Individual, couples, family therapy and group experience in co-dependency, children in transition, self-esteem for children and social skills groups in local schools, groups for men who are violent in relationships.

*Provided supervision for first and second year graduate interns, for MA and M.Ed. Programs.

*Provided clinical supervision for the Family Support Service.

Kennett Jr. High School

White Mountain Highway, Conway, NH 03818

1/1988 – 6/1988

Teacher

Drug and Alcohol; Prevention Program

Kennett Sr. High School

White Mountain Highway, Conway, NH 03818

1984 – 1985

Tutor

Alternative Education Program for Behavioral Problems

World Fellowship Center

368 Drake Hill Road, Albany, NH 03818

4/1979 – 9/1983

Organic Gardener

Planted and maintained organic vegetable gardens to feed 60-100 people daily.

VISTA of Carroll County

Hope House, 16/18 Lehner Street, Wolfeboro, NH 03894

1974 – 1976

Volunteer

Implemented and directed an Alternative Education program for behavioral problems and potential drop-outs

EDUCATION | University of Southern Maine, Portland Campus

6/2003 – 6/2006

Direct entry RN and Advanced Practice Nursing Degree

National Honor Society

RN License # 054261-21

Masters in Psychiatric Nursing 5/2006 GPA 3.62

Antioch New England Graduate School

1991 – 1993

M.A. Counseling Psychology with a Concentration in Substance Abuse and Addictions Counseling.

University of New Hampshire: School for Life Long Learning

Durham, NH Campus

1983-1987

BA Behavioral Science, Cum Laude

Belknap College

Center Harbor, NH

1970 – 1972

Philosophy Psychology

ORGANIZATIONS | Tamworth Community Nurses Association Board

2003 – 2007

Tamworth Community Nurses Association Board Treasurer

2006 – 2007

Advisory Board Hedge Hog Hill Wellness Center

2007 – 2008

Tamworth Planning Board

2009 – 2013

2019 - Present

Carolyn Darling

Career Objective

To help children and adults in the community, directly or indirectly, by working at an institution that will help in making their lives more meaningful and productive.

WORK HISTORY

- 5/2000-present* *Community Outreach Specialist* *NNHMH*
Responsibilities include implementing the treatment plan for mental health consumers and their families, providing such services as; medication education, symptom management, individual psychotherapeutic intervention, supportive counseling, crisis management, and family support. Other responsibilities are to keep accurate and appropriate entries in client charts and to complete monthly summaries for each client contacted.
- 1992-2000* *Special Education Aide and Mobility Specialist Assistant* *SAU #7*
Responsibilities include working with special education students in their academic and social subjects, concentrating on rudimentary concepts and skills relative to daily living and vocational needs. Also to create and implement a lesson plan which supports reinforcement of basic concepts, words, and functional situations which encourage and maintain independent travel, daily living, recreational and social skills, providing important opportunities to develop decision making and problem solving skills. Progress notes are maintained regularly with constant consultation with special education team members. Finally, to find and place students in working situations with task analysis if needed and to oversee the successful transition from school to work.
- 1992-2000* *Laperle's IGA* *Swing Manager*
Responsibilities include supervision of night shift crew, check cashing authority, lottery sales, faxing, copying, money order sales, and movie rentals. Additional responsibilities include supervision of cash sales during shift, cash reports and daily figure reports of weekend shifts, nightly bank deposits, and securing the store at closing.

1986-1992

MacDonalds Swing Manager (7 stores in MA-RI area belonging to Lou Provenzano of Cranston, RI)

Responsibilities included overseeing night shift crew, maintaining quality control of food products, register cashups, financial records, daily report summaries, bank deposits, securing the safe and store for closing, weekly and monthly inventory records, purchasing agent, time cards and weekly employee hours. Left job to move to NH.

1977-1980

Dietitian's Assistant Sturdy Memorial Hospital

Responsibilities included helping patients select proper foods and amounts for special diets, dietary substitutions, restrictions and special requirements monitored, menu collection and tally for department food line assembly.

EDUCATION

Bliss Elementary 1967-1972

Peter Thacher Junior High 1972-1975

Attleboro High School 1975-1979

College of Lifelong Learning (night courses ongoing as time permits in human services)

References provided upon request

Linda Lewis

Education

1994 - Bachelor of Science Degree in Human Services

Springfield College- Springfield, Mass.

1992- Associates Degree in Community Social Services

NH Technical College- Berlin, NH

1972- Associates Degree in Computer Sciences

Concord College- Manchester, NH

EMPLOYMENT: Upper Connecticut Valley Mental Health & Developmental Services from 1986-present

Work experience

1996 - Present - Case Manager- Clinical

Current Responsibilities: Case management of adults found eligible for State funded services including development of treatment plans, eligibility forms, and on-going support. Take initial requests for services, assess for emergencies and State, DADAPR, and VOCA eligibility. Complete case management assessments to facilitate timely provision of mental health services. Provide outreach services to consumers and family members to help deal with family dynamics and life transitions; death, divorce, parent-child relations, parenting skills. Manage wait list and all other duties assigned by Clinical Director.

1992-1995- Partial Hospitalization Coordinator

Responsibilities: Development and coordination of day to day operation of Psychosocial Rehab. Program, supervision of staff and clients and participation in treatment planning, co-leader of communication and bipolar support groups. Adult outreach to assist consumers to reach treatment goals. Provision of Outreach to children and adolescents- to include interactions with family members, DCYF, and probation dept.- focusing on positive communication skills, self esteem, understanding family dynamics and substance abuse education. Agency liaison to the Haven Peer Support Center, member of chart review committee and all other duties assigned by Area Director.

1989-1992- Instructor- Partial Hospitalization

Responsibilities: Coordination of day to day operation of Psycho-Social Rehab program, supervision of staff and clients, participation in treatment planning, assessments and other duties assigned by Clinical Director.

1987-1989- Instructor- Partial Hospitalization

Responsibilities: Day to day operation of Vershire work site designed to employ both mental health and developmental service consumers, participation in treatment planning, time studies, assessments, scheduling, implementation of work programs, vocational evaluation and all other duties assigned by Program Director.

1986-1987: Residential Advisor- Mohawk Rd. Res.

Responsibilities: To motivate and support residents in the performance of daily living skills, implement residential service plans, distribute medications, promote and assist clients to participate in community activities, monitor consumers residential files. All other duties assigned by Residential Manager.

References available upon request.

Anisa L Woodsum



Education

BA Psychology Keene State College May 2004, GPA 3.8

Certifications

MHRT I, DSP, CRMA, Mandt, OQMHP, CPR and first aid

Computer Skills

MS Word, MS Excel, PageMaker, PowerPoint, Adobe Illustrator

Employment

2004-2006 Residential Support Professional, OHI

- Crisis management
- Activity scheduling and management
- House Meeting, facilitating
- Working with youth with MR.MH (ODD, OCD, PTSD, AHAD, Depression, Autism, developmental delays)
- Assisting with development and application of behavioral plans
- Community inclusion

2004-2006 Advocate, Rape Response Services

- Providing support through hotline
- Crisis management
- Coping skills
- Community resource

2001-2004 Imaging Technician, Granite Bank

- Knowledge and application of Jack Henry program
- Knowledge and application of Quick Scan program
- Knowledge and application of Image Entry program
- Less than 1% error rate
- Data entry
- Quality Control
- Familiarity with filing system
- Trained new employees
- Assisted with creation of operation manual

2001 Reservations, General Tours

- Answering 6-line phone
- Processing data base for clients
- Knowledge and application of our tech 7 program
- Knowledge and application of Saber program

- Knowledge of product

2001 Head cashier, Brooks

- Trainee for shift supervisor
- Stock and maintained sales shelves
- Ran cash register
- Inventory
- Balanced accounts

2000-2001 Router, Sanmina Corp.

- Learned several different machines and became a certified router

1999-2000 Sales Associate, A Matter of Taste/Gourmet Market

- Prepared deli cases and maintained visual allure
- Trained new employee
- Prepared gift baskets
- Created seasonal displays
- Inventory of merchandise
- Prep. cook

References

Jessica Hayes

Administrator
OHI Harrington House
Holden Maine



Sue Currie

Administrator Assistant
Rape Response Services
Park Ave Bangor ME



Laurie Austin

V.P. Loan Servicing
Granite Bank
122 West St
Keene NH 03431
603-358-5613

Lindsay Harris

Loan Imaging Department Supervisor
Granite Bank
122 West St
Keene NH 03431
603-358-5623

Linda Quintellio

Granite Bank
122 West St
Keene NH 03431
603-358-5714

Brenda Beauregard

Skilled professional Office Manager with over 5 years of experience managing business office functions and providing executive level support to superiors and clients. Highly organized with exceptional interpersonal and communication skills; manages time and projects with exceptional attention to deadlines. Able to work effectively in stressful situations both independently or in a team environment.

Professional Experience

Tri County Community Action, Tamworth, NH February 2016 – Present
Administrative Assistant, Receptionist, Case Manager

- Perform routine clerical tasks such as mailing, copying, faxing, filing and scanning
- Greet all clients and visitors, screen daily phone calls, take messages and routing calls
- Assist and maintain town funding projects
- Schedule meetings/appointments
- Maintain office/administrative service procedure manuals
- Assist in drafting and editing memos, reports and proposals

Westward Shores Cottages and Resort, Ossipee, NH May 2018 – Present
Reservation/Office Specialist

- Assist with making reservations via phone, email
- Handle multi-phone lines, respond to emails, chat, data entry
- Open and closing procedures, balancing cash draw
- Handle customer complaints, customer service

Dollar General, Tamworth, NH 2015 – 2016
Assistant Store Manager

- Customer Service, stocking/receiving
- Assisted with manager duties, Training of new employees
- Store and cashier, statistics, vendor preparation
- Bank deposits and balancing end of pay, prepared payroll

Weiss Marketing/Properties, Ossipee NH 2012-2015
Office Manager/Administrative Assistant

- Customer service, solve customer complaints
- Shipping and receiving
- Payroll, assisted with boarding on new employees, prepared expense reports, monthly invoices
- Clerical tasks such as mailing, coping, faxing, filing, maintained office equipment
- Prepared expense reports, monthly invoices
- Scheduled meeting, appointments and vendor shows

Education

Capella University, Minneapolis, NM May 2014
Masters of Science in Criminal Justice/Human Service

Kaplan University, Des Moines, IA June 2011
Bachelor of Arts in Criminal Justice/Forensic Psychology

Associates of Applied Science in Paralegal Studies May 2009

Hello
I'm Steven MacArthur

Skills

Very well organized; self-starter; great communication skills; team oriented; have worked in the Mental Health arena for a number of years. Also took a NAMI course

Experience

October 2017 - PRESENT

Northern Human Services, Berlin - Resident Advisor

- Dispensing of medications to clients
- Guiding clients with daily chores
- Bringing clients to appointments and other places to socialize

April 2012 - October 2017

Roger Villeneuve's Heating Oil, Berlin - Office Manager

- Responsible for Accounts Payable
- Accounts Receivable
- Payroll
- Customer Service, i.e. taking orders from customers, payments from customers, setting up delivery schedules, billing customers, deposits to bank, court orders and other office duties.

August 2008 - April 2012

Gorham Middle High School, Gorham - Paraprofessional

- Working with kids that have some developmental challenges
- Helped the kids with their classwork and homework
- Worked with teachers to set goals for the kids to help them learn Education

August 1985 - May 1987

NH College (now known as SNHU), Hooksett - Associates Degree in Accounting

Associates degree in Account with a GPA of 2.8.

August 1987 - May 1989

White Mountain Community College, Berlin - Associates Degree in Pulp and Paper

GPA of 3.8

Kelly Dube

Education:

University of New Hampshire

Durham, NH

Bachelor of Science: Human Development and Family Studies with specialization in
Child Development: 2017

Professional Experience:

Mental Health Case Manager

Northern Human Services

April 2018-Present

Responsibilities: Assess, plan, monitor and refer clients for global needs, provide counseling and functional support for client, maintains progress notes and contact notes, coordinate care with sources and agencies for client needs, assist clients in everyday functioning in the community, teach skills to decrease symptoms of mental illness, coordinate and communicate with community agencies to facilitate the client's ability to adapt to their environment

Brown Elementary School

Berlin, NH

August 2017-April 2018

Responsibilities: Conduct reading and math intervention services to second grade students in small group and individual settings, service on school culture and climate committee, and support children's behaviors with a social emotional approach.

Child Study and Development Center

University of New Hampshire

September 2014-July 2017

Responsibilities: Provide care, safety, supervision, education, and guidance around behavior as assistant preschool teacher, help implement evidence based curriculum in accordance with philosophy, maintain school environment according to NH State licensing Standards.

Courtney C. Theriault

Education:

Lyndon State College

Lyndonville, VT

Bachelor of Science: Human Services/Counseling 1998

Berlin High School

Berlin, NH

High School Diploma 1994

Professional Experience:

Mental Health Case Manager

Northern Human Services

July 2012-Present

Responsibilities: Assess, plan, monitor and refer clients for global needs, provide counseling and functional support for client, maintains progress notes and contact notes, coordinate care with sources and agencies for client needs, assist clients in everyday functioning in the community, teach skills to decrease symptoms of mental illness, coordinate and communicate with community agencies to facilitate the client's ability to adapt to their environment

Preschool Teacher

Mother Goose Preschool

March 2012-July 2012

Responsibilities: Providing instruction for preschool aged children to prepare them socially, emotionally, and academically to enter kindergarten. Work daily with children who need intense guidance and structure to promote healthy behavior and socialization among peers.

Sara Martin

Qualifications:

Works great in a team, well motivated as an individual, and strives to help others anyway possible.

Exceptionally energetic, responsible, and driven.

Enthusiastic about working with individuals and their families, and to assist them in their developmental needs and well-being.

Education:

(2007) **B.S., Human Services**
Lyndon State College
Lyndonville, VT

(2004) **B.A., Graphic Design;**
Minor Psychology
Lyndon State College
Lyndonville, VT

(1999) **High School Diploma**
Berlin High School,
Berlin, NH

Awards:

2007 Lyndon State College
Adult Achievement
(in recognition of outstanding effort as an adult learner).

2001 Lyndon State College
Residential Life Program of the Month
Award, for September and October.

References:

Clyde Martin
Program Manager
603-444-5358 (x3433)

Cindy Bird
Assistant House Team Leader
603-444-3905

Connie Sanville
(was) CNSU After School & Summer Program
Coordinator
802-751-9068

Katie Lopus
Boys & Girls Club Head Counselor
603-616-4443

Related Work Experience:

Nov 2012 -Current (Residential Advisor)
Northern Human Services

Worked in a group home setting assisting individuals with medication self administration, activities of daily life, and socialization in the community. Helped with documentation, paperwork and filing. Performed note taking on each client regarding their day to day goals.

April 2012 - Dec 2012 (Counselor/Staff)
Volunteered Dec 2012 - June 2013

Boys & Girls Club - Lisbon, NH

Working with children grades 1-7 on a daily basis. Planning programs and teaching new skills. Giving help with homework and coordinating activities. Helping with events and assisting the head counselor.

2007 - 2011 (6th - 8th Para-educator)

Lyndon Town School, Lyndonville, VT

Assisted students with guidance on their homework, in the classroom, and in the resource room. Worked with students on controlling their emotional and behavioral disturbances, when at specials and in the classroom. Provided one-on-one and group support, with academic activities. Helped the special education teacher with lesson planning and teaching academics.

2008 - 2010 (CNSU Summer Program Leader)

Lyndon Town School, Lyndonville, VT

Planned and implemented character building, dynamic dance, theatre skill workshops. Assisted with enrichment, academic and outdoor activities. Coordinated daily routines for consistent scheduling. Communicated with parents regarding daily activities, workshops and students' needs.

2008 - 2010 (6th - 8th After School Program)

Lyndon Town School, Lyndonville, VT

Planned lessons to further students' understanding of various clubs and organizations. Coordinated academic assistance time by communicating with teachers, parents, tutors and other program staff. Organized the school store into a daily routine, including after school scheduling and fund raising events.

Spring, 2007 (Internship)

Lyndon Town School, Lyndonville, VT

Assisted the guidance counselors with students and paperwork. Worked one-on-one, with groups of students. Observed and participated in the classrooms beside teachers, helping them to address emotional disturbances with students. Attended counselor and school meetings on a weekly basis.

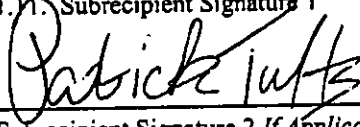

Address: [REDACTED]
Phone: [REDACTED]
E-mail: [REDACTED]

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Granite United Way		1.4. Subrecipient Address 22 Concord Street, Manchester, NH 03101	
1.5 Subrecipient Phone # (603) 625-6939	1.6: Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 211,563.40
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Patrick Tufts President & CEO	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of _____, 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			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Takmina Rakhmatova</i> Assistant Attorney General, On: / / 04/17/2020			
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").

Subrecipient Initial(s): *PT*
Date: 4/9/2020

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 AMOUNTS; 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 OF 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

- 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. Granite United Way as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the subrecipient and members of the Concord ACERT. Concord ACERT is an Adverse Childhood Experiences Response Team that is a coordinated system of support focused specifically on response and providing services to children affected by trauma as result of crime. This subgrant is provided under the Victims of Crime Act Grant.
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 15th 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 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.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Tanya.pitman@doj.nh.gov

EXHIBIT B

-METHOD 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 \$92,868.20 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later, to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$118,695.20 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

Subrecipient Initials PK
Date 4/2/2020

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials PT
Date 4/9/2020

EXHIBIT C

Special Provisions to the State of New Hampshire Grant Agreement

2019-V2-GX-0050

SPECIAL CONDITIONS

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 assurances or certifications 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. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official

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 an assurance or certification 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 U.S. 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

EXHIBIT C

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 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), 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 2019 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 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 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 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 subrecipient 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

EXHIBIT C

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. 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(1), 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.

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

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.

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

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").

PT
4/9/2020

EXHIBIT C

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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

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

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 "Post-award Requirements" in the "DOJ Grants Financial Guide").

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

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities 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.

EXHIBIT C

11. OJP Training Guiding Principles

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

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

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.

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

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."

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

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

Currently, 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, currently, also sets out rules and requirements that pertain to 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 28 C.F.R. Part 38 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,

EXHIBIT C

Chapter I, Part 38, under e-CFR "current" data.

15. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the 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 funds awarded by OJP from being used by 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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a 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.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by 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.

17. Reporting potential fraud, waste and abuse and similar misconduct.

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent,

Subrecipient Initials

Date

[Handwritten Signature]
4/9/2020

EXHIBIT C

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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) 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 (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

No 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.

- a. In accepting this award, the subrecipient—
 - i. 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
 - ii. 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

EXHIBIT C

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.

- b. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the subrecipient'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
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient also must inform its employees, in writing (and in the predominant



4/9/2020

EXHIBIT C

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 OVW, as appropriate) for guidance.

20. 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 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.

21. The subrecipient (subgrantees) at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

22. VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the subrecipient certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

23. The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that

EXHIBIT C

VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

24. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--
 1. this award requirement for verification of employment eligibility, and
 2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
 - A. Staff involved in hiring process
For purposes of this condition, persons "who are or will be involved in

EXHIBIT C

activities under this award" specifically includes (without limitation) any and any subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

- B. Employment eligibility confirmation with E-verify
For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

25. Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of

EXHIBIT C

procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government
Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2. Monitoring
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
 - A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

EXHIBIT C

B. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

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 subrecipients ("subgrantees"); or individuals defined (for purposes of this condition) as "employees" of any subrecipient. The details of the subrecipient'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 subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

28. Discrimination Findings

The subrecipient 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

EXHIBIT C

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.

29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2019-V2-GX-0050) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to

EXHIBIT C

generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.
38. Subrecipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.
39. The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
40. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subrecipient has on file and available upon audit one of the following:

PT

1/12/2020

EXHIBIT C

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subrecipient is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. **The EEOP reporting tool and instructions can be found at: http://ojp.gov/about/ocr/faq_eeop.htm**

42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document:

Patrick Tufts, President & CEO

Name and Title of Authorized Representative

Patrick Tufts

4/9/2020

Signature

Date

Granite United Way
22 Concord St, Floor 2, Manchester, NH 03101

Name and Address of Agency

Subrecipient Initials

Date

PT
4/9/2020

EXHIBIT D

EEOP Reporting

I, Patrick Tufts [responsible official], certify that
Grante United Way [recipient] has completed the EEO reporting tool
certification

form at: https://oip.gov/about/ocr/faq_eeop.htm on 2/11/2020 [Date]

And that Shannon Bresaw [responsible official] has completed the
EEOP

training at <https://oip.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:
2/11/2020 [date]

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

Signature: Patrick Tufts

Date: 4/9/2020

Subrecipient Initials [Signature]
Date 4/9/2020

EXHIBIT E

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 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>.

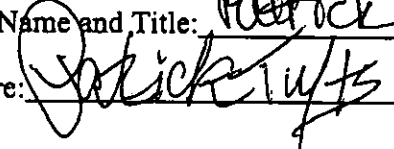
Supplanting and job retention

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 Grande United Way (Applicant) certifies that any funds awarded through grant number 2019-V2-GX-0050 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 Grande United Way (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: Patrick Tufts, President & CEO

Signature: 

Subrecipient Initials: 

Date: 4/9/2020

EXHIBIT F

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

EXHIBIT F

A. Pursuant to Department regulations on non-procurement 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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

JK

4/2/20

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

EXHIBIT F

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.

Patrick Tufts, President & CEO

Name and Title of Head of Agency

Patrick Tufts

Signature

4/9/2020

Date

Granite United Way, 22 Concord St, Manchester, NH
03101

Name and Address of Agency

Subrecipient Initials

PT

Date

4/9/2020

State of New Hampshire

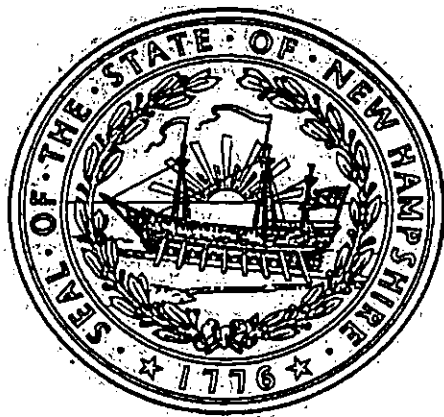
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE UNITED WAY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1927. 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: 65650

Certificate Number: 0004893313



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Heather Staples Lavoie, do hereby certify that:

1. I am a duly elected Board Chair of Granite United Way, a New Hampshire voluntary corporation; and
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on February 6, 2020;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, through its Department of Justice.

RESOLVED: That the President & CEO is hereby authorized on behalf of this corporation to enter into said contracts with the State, through its Department of Justice, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Patrick Tufts is the duly elected President & CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9th day of April, 2020.

IN WITNESS WHEREOF, I have hereunto set my name as Board Chair of the Corporation hereto, affixed this 9th day of April, 2020.



Signature of Elected Officer

STATE OF NEW HAMPSHIRE
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020.

By: _____

(Notary Public)

Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2020

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 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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Sarah Fifield PHONE (AG, No. Ext.): (603) 224-2562 FAX (AG, No.): (603) 224-9612 E-MAIL ADDRESS: sfifield@rowleyagency.com	
INSURED Granite United Way 22 Concord Street Floor 2 Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins - Bedford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20-21

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			88V900337108	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Professional Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			88V900337108	1/1/2020	1/1/2021	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			08V9003210-09	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3A States: NH 88V8996802-09	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

Department of Justice
 33 Capitol Street
 Concord, NH 03301-6397

CANCELLATION

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

B Prindville/ESP

Elizabeth Prindville



Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550277
Oct. 28, 2010 LTR 4168C 0
02-6006033 000000 00

00027830
BODC: TE

GRANITE UNITED WAY
46 S MAIN ST
CONCORD NH 03301-4855

114706

Employer Identification Number: 02-6006033
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 15, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1955.

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. Bequests, 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.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

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

Sincerely yours,

A handwritten signature in cursive script that reads "Cindy Thomas".

Cindy Thomas
Manager, EO Determinations

Granite United Way

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Samantha Nolin	Director, Public Health	\$27.44/hr	Approx. 6%	\$8,650.20



Granite United Way

Granite United Way's Mission is to improve the quality of people's lives by bringing together the caring power of communities.

POSITION DESCRIPTION

POSITION: Director of Public Health

FLSA: Exempt

DEPARTMENT: Public Health

STATUS: Full-time (37.5 hrs)

REPORTS TO: Vice President of Public Health

INTRODUCTION:

Granite United Way's Vision is to be the preferred way people work together to build a community that values its collective responsibility to care for each other. All employees at Granite United Way are integral to our ability to achieve our mission. Performance of job duties outlined below, in a manner that enables us to follow through on our promises to the communities we serve, is more than an expectation—it is a standard here at Granite United Way.

Granite United Way's commitment to advancing the common good in communities throughout New Hampshire draws power from the social determinants of health model, with an understanding that factors related to clinical care, healthy behaviors, community safety, economic stability and educational achievement are clear predictors of how long we live and how well we live. Granite United Way serves as "host agency" for three regional public health networks in NH: Capital Area Public Health Network, Carroll County Public Health Network, and South Central Public Health Network. In addition, Granite United Way invests significant resources in public health-related strategies across its catchment area, particularly concerning behavioral health and substance misuse.

RESPONSIBILITIES: This position supports public health strategies supported by Granite United Way, with particular emphasis on deliverables related to the Continuum of Care for Substance Use Disorders and Public Health Advisory Council of the Capital Area Public Health Network. This position works to align processes and priorities to leverage resources to effectively address the most pressing issues impacting public health in NH. This position also serves as lead staff for the Merrimack County Community Impact Committee and Community Review Teams.

ESSENTIAL DUTIES AND RESPONSIBILITIES (PUBLIC HEALTH 85% FTE):

1. Provide oversight and coordination of the Continuum of Care for Substance Use Disorders (SUD) Scope of Work for the Capital Area Public Health Network.
2. Work collaboratively with partners and key stakeholders across the SUD Continuum of Care, from prevention, treatment, and recovery, as well as Primary Care and Mental Health, to develop strategic and work plans.
3. Identify and monitor changes in gaps, barriers, assets and gaps across the Continuum of Care in coordination with other regional initiatives, including the Integrated Delivery Network (IDN) and Doorways.
4. Develop and align resources to support Continuum of Care strategic and work plans.
5. Update Continuum of Care Development Plan priorities and actions based on progress and need.
6. Provide support for current and emerging initiatives that result in increased and/or new service capabilities that address gaps identified in assets and gaps assessments, including collaboration with other providers and systems.
 - o Ongoing support and development for the ACERT initiative in Concord
7. Collaborate with State, regional, and local partners to disseminate information to every community in the Capital Area region in order to increase awareness of and access to services.
8. Provide coordination and support to the Public Health Advisory Council (PHAC) of the Capital Area Public Health Network, and to monitor workplan progress.
9. Contribute to Capital Area CHIP development, implementation and monitoring, including CHIP evaluation.
10. Encourage alignment among G UW public health related goals, strategies and outcomes with CHIPs and public health network initiatives when appropriate.
11. Monitor potential funding streams for possible alignment with G UW strategies addressing public health and substance misuse.
12. Develop grant proposals and maintain funding streams for public health strategies across G UW Public Health Network catchment areas.
13. Develop and maintain relationships with key community leaders and stakeholders in the following sectors: nonprofit, business, education, safety, government, health.
14. Provide technical assistance and support to G UW staff, volunteers and stakeholders concerning best practices in public health and substance misuse.
15. Provide technical assistance and support to public health network staff, volunteers, and stakeholders concerning data collection/analysis, assessment, strategic planning, strategy implementation, evaluation, and sustainability.
16. Participate in education, training and technical assistance opportunities to support public health strategies.
17. Work with G UW Marketing Team to develop, disseminate, and monitor communications related to public health strategies supported in the G UW catchment area.
18. Provide support for G UW contract administration and reporting functions.
19. Represent Granite United Way in the Merrimack County/Capital Area through involvement in pertinent committees and task forces.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This document describes the position as it is currently available and is not a contract. Granite United Way retains the right to change or modify the position description at any time.

20. Develop and maintain strong visibility in Merrimack County/Capital Area communities.

ESSENTIAL DUTIES AND RESPONSIBILITIES (COMMUNITY IMPACT 15% FTE)

1. Plan and facilitate ongoing Merrimack County Community Impact Committee meetings.
2. Plan and facilitate Merrimack County Community Review Team meetings during annual grant review process.
3. Participate in ongoing Community Impact team meetings.
4. Develop and maintain strong relationships with CIC and CRT members and Merrimack County community stakeholders.
5. Represent Granite United Way in the Merrimack County/Capital Area region through involvement in pertinent committees and task forces.
6. Develop and maintain strong visibility in Merrimack County/Capital Area communities.

OTHER DUTIES:

The Director assists with other tasks as determined by supervisor.

EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:

1. Bachelor's degree in public health, community development/organizing or macro social work; Master's degree preferred
2. A minimum of 2-3 years' experience in public health systems development, macro social work, or community development/organizing
3. Experience developing grant and contract proposals
4. Experience developing work plans, reports, strategic plans, and other formal communications to various stakeholder groups
5. Ability to develop and maintain strong, collaborative relationships with key community leaders and stakeholders
6. Knowledge of and ability to apply community development/organizing practices and principles to work effectively with individuals, groups, and communities
7. Significant knowledge regarding all steps of strategic planning, including data collection/analysis, root cause analysis, logic model development, evidence-based strategy implementation, evaluation, and sustainability planning
8. Thorough understanding of United Way campaign and community impact processes, as well as marketing principles
9. Proficient in Microsoft Office, databases and web-based applications (internet, email, social media)
10. Ability to follow written and verbal instruction
11. Excellent verbal and written communication skills

ENVIRONMENT:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This document describes the position as it is currently available and is not a contract. Granite United Way retains the right to change or modify the position description at any time.

Title: Director of Public Health

Position Description

Page 4

The venue of this position is a general office environment that is clean, well-lighted, and environmentally comfortable, free of fumes or airborne particles, and only minimally exposes employees to office solvents limited to those relative to copier equipment.

This position requires:

1. Minimal requirement to reach at or above shoulder level; occasional reaching below shoulder level required
2. Ability to travel throughout the territory required
3. Ability to work a flexible schedule, which may include night and weekends
4. Ability to tolerate prolonged sitting and/or standing and to lift up to approximately 25 pounds to waist high level whenever necessary.
5. Mobility includes regular sitting, some standing and walking.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This document describes the position as it is currently available and is not a contract. Granite United Way retains the right to change or modify the position description at any time.

Samantha Nolin, MSW

Objective:

To continue developing professional experiences and education in the areas of social work, research, holistic health, and community engagement.

Work Experience:

Granite United Way

Director of Community Impact Operations, December 2017 - Present

Associate Director of Community Impact Operations, May 2017 - December 2017

Graduate Intern, Jun 2016 - May 2017

- Facilitate enterprise-wide grant making operations to 140+ applicants, multiple regional volunteer review teams, and United Way staff
- Serve as an administrator for a grants database and a volunteer database, including providing technical and data support to all users
- Plan and structure programmatic data for efficient processing and analysis
- Convene and facilitate multi-sector stakeholder meetings for collaborative initiatives, such as creating mitigating the impacts of childhood trauma in communities

NH Division of Children, Youth & Families

Child Protective Service Worker, June 2014 - Oct. 2015.

- Child welfare concerns and family dynamics were assessed within a social-ecological framework, utilizing the Solution Based Casework model.
- Assisted families identify community resources, wrote referrals, and provided case management.
- Used legal intervention when necessary and attended family court hearings.
- Utilized clear, professional communication skills for formal written documents and with clients.

The Red Blazer Restaurant and Pub Concord, NH Oct. 2009 - May 2017

- Provide professional and friendly service to guests, special groups and vendors.
- Keep an organized workspace and appearance.

Community Advisor Plymouth, NH Aug. 2012 - May 2013

- Served as a student liaison for residents of Plymouth State University.

Education:

University Of New Hampshire, 2016-2017

Master of Social Work

Plymouth State University, 2010-2014

Bachelor of Social Work

Graduated Magna Cum Laude, GPA 3.72

- Recipient of New Hampshire's National Association of Social Workers "Bachelor's of Social Work Student of the Year" for 2014
- Recipient of Plymouth State University's "Social Work Outstanding Community Service Award" for 2013

Social Work Volunteer Experience:

Dominican Republic Service Learning Course San Luis, DR Spring 2014

- Service learning trip geared to improve an understanding of social justice and social work intervention within vulnerable, impoverished communities in order to provide socially conscious aid and support.

Youth Villages Memphis, TN Spring 2013

- Week long, alternative spring break where nine PSU students volunteered at a restrictive youth residential facility. Engaged youth during recreational therapy.

Habitat for Humanity Cleveland, OH Spring 2012

- Week long, alternative spring break where nine PSU students helped with the rehabilitation of two homes with the purpose of creating affordable housing in partnership with people in need.

Voices Against Violence Plymouth, NH Spring 2011

- 30 hour volunteer placement at Plymouth's domestic and sexual violence crisis center. Placement was focused on increasing education and understanding of domestic violence and to engage in safety planning with victims of violence.

[REDACTED]

2020 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/ CELL / FAX / E-MAIL
Patricia Donahue		[REDACTED]
Chris Emond Executive Director	Boys & Girls Club of Central New Hampshire 876 No. Main St. Laconia, NH 03246	[REDACTED]
Paul Falvey President Assistant: Maggie Bartholomew	Bank of New Hampshire 62 Pleasant Street Laconia, NH 03246	[REDACTED]
Marlene Hammond Underwriting Account Executive	Lincoln Financial Group One Granite Place Concord, NH 03301	[REDACTED]
Charles Head (Charlie) President & CEO	Sanborn, Head & Associates, Inc. 20 Foundry Street Concord, NH 03301	[REDACTED]
Joseph Kenney Senior Vice President, Commercial Lending Officer Assistant: Linda O'Donnell	The Provident Bank 115 So. River Road Bedford, NH 03110	[REDACTED]
Sally Kraft Vice President, Community Health, Population Health Management Div. Assistant: Brittany Goodwin	Dartmouth Hitchcock Medical Center 46 Centerra Parkway Lebanon, NH 03766	[REDACTED]











2020 Board of Directors



BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Christina Lachance Director of Early Childhood and Family Initiatives Assistant: Hannah Robinson	NH Charitable Foundation 37 Pleasant Street Concord, NH 03301	[REDACTED]
Heather Staples Lavoie President <i>Chair</i>	Geneia 50 Commercial Street Manchester, NH 03101	[REDACTED]
Dr. Chuck Lloyd		[REDACTED]
Carolyn Maloney Treasurer	Hypertherm P.O. Box 5010 Hanover, NH 03755	[REDACTED]
Lawrence Major (Larry) Director of Government Relations	Pike Industries, Inc. 3 Eastgate Park Road Belmont, NH 03307	[REDACTED]
Paul Mertzic	Network 4 Health 401 Cypress Street Manchester, NH 03103	[REDACTED]
Nannu Nobis CEO	Nobis Engineering 18 Chenell Drive Concord, NH 03301	[REDACTED]



2020 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Sean Owen President & CEO <i>Immediate Past Chair</i> <i>G UW Marketing Chair</i> Assistant:	Wed0 20 Market Street Manchester, NH 03101	
Joseph Purington (Joe) Vice President NH Electric Field Operations Assistant: Roxanne Parkhurst	Eversource Energy 780 No. Commercial Street Manchester, NH 03101	
Beth Rattigan Attorney <i>Upper Valley CIC Chair</i>		
Peter Rayno Executive Vice President/NH Banking & Lending Director	Enterprise Bank 130 Main Street Salem, NH 03079	
Betsey Rhyhart Vice President of Population Health	Concord Hospital 250 Pleasant Street Concord, NH 03301	
Jeffery Savage (Jeff) Community Volunteer		
Bill Sherry Chief Operating Officer Assistant: Kathy Scanlon	Granite United Way 22 Concord Street Manchester, NH 03010	
Anthony Speller (Tony) Senior Vice President, Engineering and Technical Operations <i>First Vice Chair</i> Assistant: Robin Wright	Comcast 676 Island Pond Road Manchester, NH 03109	

2020 Board of Directors



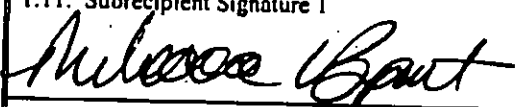
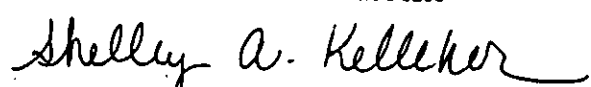

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Charla Stevens Attorney	McLane, Middleton Law Firm 900 Elm Street, Floor 10 Manchester, NH 03101	[REDACTED]
Rodney Tenney (Rod) Community Volunteer	[REDACTED]	[REDACTED]
Anna Thomas Public Health Director <i>Southern Region CIC Chair</i>	Manchester Health Department 1528 Elm Street Manchester, NH 03101	[REDACTED]
Robert Tourigny Executive Director	NeighborWorks Southern NH 801 Elm Street, 2 nd Floor Manchester, NH 03101	[REDACTED]
Patrick Tufts President & CEO Assistant: Jennifer Sabin	Granite United Way 22 Concord St, Floor 2 Manchester, NH 03101	[REDACTED]
Jeremy Veilleux Principal <i>Treasurer</i>	Baker Newman Noyes 650 Elm Street Suite 302 Manchester, NH 03101	[REDACTED]
Michael Wagner Chief Financial Officer Assistant: Jen Hamilton	Dartmouth College 7 Lebanon Street, Suite 302 Hanover, NH 03755	[REDACTED]
Cass Walker (Catherine) <i>Central Region CIC Chair</i>	LRGHealthcare 80 Highland Street Laconia, NH 03246	[REDACTED]

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Lakes Region Community Services Council		1.4. Subrecipient Address 719 North Main St, Laconia, NH 03246	
1.5 Subrecipient Phone # (603) 581-1571	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 250,000
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Rebecca Bryant CEO	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Belknap on 4/10/20 , 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 SHELLEY A. KELLEHER, Notary Public State of New Hampshire My Commission Expires July 19, 2022			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Takmina Rakhmatova Assistant Attorney General, On: 4/13/2020			
1.17. Approval by Governor and Council (if applicable)			
By: _____ On: 4/13			

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

RLS

4/10/20

- 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. Lakes Region Community Services Council as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the subrecipient and members of the Winnepesaukee Region ACERT Collaborative (WRAC). WRAC is an Adverse Childhood Experiences Response Team that is a coordinated system of support focused specifically on response and providing services to children affected by trauma as result of crime. This subgrant is provided under the Victims of Crime Act Grant.
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 15th 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 grant 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
603-271-7820 or Rhonda.Beauchemin@doj.nh.gov.

EXHIBIT B

-METHOD 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 \$116,450.00 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later, to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. The Subrecipient shall be awarded an amount not to exceed \$133,550.00 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
 - ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials RB

Date 4/10/20

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

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EXHIBIT C

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://oip.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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

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EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.

12. 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>

13. 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

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

EXHIBIT C

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>.

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

no Subrecipient 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.

- a. In accepting this award, the recipient--
 - i. 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
 - ii. 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.
- b. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that-- it has determined that no other entity

EXHIBIT C

- 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
- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

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EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
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29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.
39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
41. Certification Regarding EEOP Required:
If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

Subrecipient Initials 

Date 4/10/20

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: http://oip.gov/about/ocr/faq_eeop.htm

42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

I have read and understand all 42 special provisions contained in this document:

Rebecca L BRYANT

Name and Title of Authorized Representative

Rebecca Bryant

Signature

April 10, 20

Date

Lakes Region Community Services

Name and Address of Agency 719 N Main St, Laconia, NH 03246

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EXHIBIT D

EEOP Reporting

I, Rebecca L. Bryant [responsible official], certify that
Lakes Region Community Services [recipient] has completed the EEO reporting tool
certification

form at: <https://ojp.gov/about/ocr/fag-ecop.htm> on April 5, 2020 [Date]

And that Shelley A. Kelleher [responsible official] has completed the
EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

April 5, 2020 [date]

I further certify that:

Lakes Region Community Services [recipient] will comply
with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: 

Date: April 10, 2020

EXHIBIT E

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 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 Lakes Region Community Services (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Lakes Region Community Services (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: Rebecca L. Bryant

Signature: Rebecca L. Bryant

Subrecipient Initials RB

Date 4/10/20

EXHIBIT F

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

AB

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

PS

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

AB

4/10/20

EXHIBIT F

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.

Rebecca L Bryant, CEO

Name and Title of Head of Agency

Rebecca Bryant

Signature

April 10, 2020

Date

Lakes Region Community Services

Name and Address of Agency

719 N Main St, Laconia, NH 03246

RS

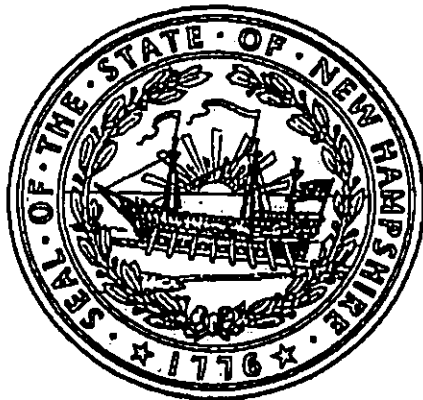
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. 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: 64109

Certificate Number : 0004886293



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE
(Corporation without Seal)


I, Lynn Hilbrunner, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of Lakes Region Community Services Council.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on December 18, 2019

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Justice, for the provision of Winnepesaukee ACERT (Adverse Childhood Experiences Response Team) Collaborative.

RESOLVED: That the President & Chief Executive Officer (CEO) is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolution has not been amended or revoked and remain in full force and effect as of April 10, 2020.
4. Rebecca L. Bryant is the duly elected President & CEO of the Corporation.



(Signature of Clerk of the Corporation)

State of New Hampshire
County of Belknap

The foregoing instrument was acknowledged before me this 10 day of April, 2020, by Lynn Hilbrunner.
(Name of Clerk of the Corporation)

Notary Seal



(Notary Public or Justice of the Peace)

Name (Print): Judith A. McGuire
Title: Notary Public
My Commission Expires: 8-14-2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2020

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 Melcher & Prescott Insurance 426 Main Street Laconia NH 03248		CONTACT NAME: Jill Martineau PHONE (AG, No, Ext): (603) 524-4535 FAX (AG, No): E-MAIL ADDRESS: jmartineau@melcher-prescott.com	
INSURED LR Community Services Council P O Box 509 Laconia NH 03248		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co. INSURER B: Granite State Work Comp Manuf INSURER C: INSURER D: INSURER E: INSURER F:	

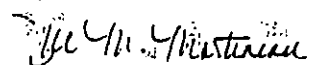
COVERAGES **CERTIFICATE NUMBER:** CL19122703936 **REVISION NUMBER:**

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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2068669	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		PHPK2068679	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		PHUB702689	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0120201001946	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Justice, Grants Mgmt Unit Rhonda Beauchemin Criminal Justice Program Spec 33 Capitol 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 
--	--

Internal Revenue Service

Department of the Treasury

District
Director

OCT 09 1997

10 MetroTech Center
625 Fulton St., Brooklyn, NY 11201

Date: OCT 09 1997

Lakes Region Community
Services Council
Post Office Box 509
Laconia, NH 03247-0509

Person to Contact:
Patricia Holub
Contact Telephone Number:
(718) 488-2333
EIN: 02-0329795

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Lakes Region Community Services Council.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

(Patricia Holub)
Patricia Holub
Manager, Customer
Service Unit

Name of Organization: Lakes Region Community
Services Council

Date of Exemption Letter: May 1978

Exemption granted pursuant to section 501(c)(3) of the Internal Revenue Code.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

New Hampshire Department of Justice

**Lakes Region Community Services Council
FY21**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Bryant	President & CEO	150,000	0	0
Shelley Kelleher	Vice President & CFO	100,500	0	0
Erin Pettengill	VP of Family Resource Center	65,000	0	0
Kerri Lowe	ACERT Coordinator	47,900	50%	23,950
TBD	ACERT Specialist	33,150	100%	33,150

New Hampshire Department of Justice

**Lakes Region Community Services Council
FY22**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Bryant	President & CEO	150,000	0	0
Shelley Kelleher	Vice President & CFO	100,500	0	0
Erin Pettengill	VP of Family Resource Center	65,000	0	0
Kerri Lowe	ACERT Coordinator	47,900	100%	47,900
TBD	ACERT Specialist	33,150	100%	33,150



Rebecca L. Bryant

EDUCATION

New England College

May 2018 Master of Business Administration & Non-Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

• Management Award

• NH Small Business Institute Project of the Year

• Business Manager, Equinox, Keene State Student Newspaper

EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

President & CEO October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a \$30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

Director of Finance April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of \$30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the \$2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

Controller August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership • Bristol, New Hampshire

Hyperion Administrator July 2000-August 2000

Assistant Hyperion Administrator January 1999-July 2000

Assistant Treasury Manager October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

SKILLS, CERTIFICATIONS

- Justice of the Peace, State of New Hampshire
- Notary Public, State of New Hampshire
- Leadership Lakes Region Class of 2008
- Proficiency in all Microsoft Office Applications
- Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
- Paylocity, ADP and Harper's Payroll Systems
- Business Process Kaizen
- LEAN

BOARD SERVICE

- Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 - Current
- Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 - Current
- Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 - Current
 - Board Member, Greater Laconia Transit Agency (GLTA) 2016 - Current
 - Board Member, Genera Corporation, 2016 - Current
 - Corporator, Franklin Savings Bank

COMMUNITY SERVICE

- Middle Level Steering Committee, Moultonborough School District 2017 - Current
- Superintendent Search Committee, Moultonborough School District, 2016 - 2017
 - Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
- Committee Chair, Moultonborough Cub Scout Pack 369 2013 - 2015
 - Den leader, Cub Scout Pack 369 2005 - 2015
 - Advancements Chair, Cub Scout Pack 369 2005 - 2009
- Sunday School Teacher - Middle Class & Teens, Moultonborough United Methodist Church 2007 - 2015
 - Nursery Coordinator, Moultonborough United Methodist Church 2005 - 2007
 - Youth Basketball Coach 2013 - 2014
- Vacation Bible School, Moultonborough United Methodist Church 2005 - 2014
 - Chair, Recreation Advisory Board, Town of Moultonborough 2008 - 2010

Shelley Kelleher

Skills Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

Lakes Region Community Services

Laconia, NH

2017-Present **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$27M and 500 employees.

2012-2016 **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011 **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006 **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001 **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.
- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000 **Merisel, Incorporated**

Marlborough, MA

NAM Reporting and Financial Analysis Manager-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996 State Street Bank & Trust Company Quincy, MA

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education	Master of Studies in Law Wake Forest University Law School Winston Salem, NC	December 2019 Business Law and Compliance
	Master of Business Administration Bentley University, Waltham, MA Concentration: Finance	May 1993 Graduate School of Business
	BA in Economics and Political Science University of Massachusetts, Boston, MA	July 1987 School of Arts and Sciences

Volunteer Got Lunch! Laconia 2018 and 2019

Erin Pettengill, M.S.

WORK EXPERIENCE

Family Resource Center Director- December 1, 2015-present Lakes Region Community Services
Laconia, NH

As the director of the Family Resource Center I am responsible for the comprehensive family support services for 1200 families in Central NH. I oversee the management of programs including Early Supports and Services, the Autism Center, Step Ahead. I am responsible for staff of 20, including physical therapists, family support aides and program managers. A significant part of my job is to research and apply for grants to support families in catchment area. Grants awarded include funding from the Linden Foundation, Pardoe Foundation and the Van Otterloo Grant. I also represent LRCS on community and statewide initiatives, ensuring collaboration with area agencies and organizations.

Transition Coordinator- September 2010- November 2015 Lakes Region Community Services
Plymouth, NH

Part of the transition coordinators role is to work with families, individual, school systems and other various agencies to advocate and develop a plan for when an individual enters adult services. Part of the planning process includes facilitating the guardianship process, conducting state interviews, developing a budget based on the needs and support of the individual and coordinating services based on the money allocated. This job requires proficiency in social security benefits, Medicaid, state regulations and community connections. In conjunction with this role I became a certified START coordinator for the state of New Hampshire, with the focus on supporting dual diagnosed individuals.

In Home Counselor- July 2007- July 2010

Family Preservation Community Services, Asheville, NC
Nonprofit Charitable Organizations

As an In Home Counselor for foster care my job was to supervise the foster parents. Additionally, I counseled the foster children in the home and provided crisis stabilization when needed. My other responsibilities included but were not limited to arranging team meetings, being a liaison between the foster family and other support members (Department of Social Services, community support, school districts, etc.). I was also responsible for providing documentation of visits and monitoring their books for certifications purposes. My primary duty was to make sure that the foster home ran smoothly and to develop solutions for any problems that arose.

EDUCATION:

Bachelor's Degree, 8/ 2000 – 12/2004 Keene State College | Keene, NH

Master's Degree in Counseling, 9/2009-3/2012 Capella University | Minneapolis, MN

SKILLS:

Certified Work Incentives Benefits Specialist

Certified START Coordinator

Qualified Mental Health Professional

REFERENCES

References available upon request

Kerri A. Lowe

Adverse Childhood Experiences Response Team Coordinator ***Lakes Region Community Services***
August 1, 2019-present

- Coordinate monthly ACERT steering committee meetings and engage new partners.
- Respond to referrals from Laconia Police in which children have experienced trauma by conducting a home visit with appropriate response team members.
- Assess family needs and connect to appropriate resources with a warm hand-off.
- Educate caregivers and the community on the effects of trauma and toxic stress on children.
- Track data on children served, resources connected to and engagement with those resources.

Resident Services Coordinator ***Lakes Region Community Developers***
March 2018-August 2019

- Empower residents in affordable housing to become proactive in meeting identified goals & overcoming barriers to self-sufficiency; connect to community resources with a warm hand-off
- Promote community building & engagement of residents in their neighborhoods & communities through collaboration with community organizations.

Substance Misuse Prevention Coordinator ***Partnership for Public Health***
November 2016-March 2018

- Community capacity building and engagement to address current substance use trends and incorporate evidence-based prevention strategies; promotion of wellness & prevention campaigns
- Provide education, technical assistance and support to local prevention coalitions and education, safety/law enforcement, health & medical, government, business and family/community sectors to prevent the onset and reduce the progression and impact of substance use.
- Coordinate and facilitate community presentations aimed at raising awareness of the impact of substance misuse and reducing stigma attached to SUD and mental illness.

Manager of Resource Coordination ***Lakes Region Community Services***
January 2016-November 2016

- Supervise & support case managers in developing individual service plans, identifying appropriate services and resources available to individuals with developmental disabilities
- Develop budgets for services for individuals entering adult disability services
- Collaborate with local organizations to provide a best practices approach to supporting underserved populations in the community

Resident Services Coordinator ***Laconia Area Community Land Trust***
July 2015-January 2016

- Empower residents in affordable housing to become proactive in meeting lease obligations; overcoming barriers to self-sufficiency; connect to community resources with a warm hand-off

Family Support Specialist/Parent Educator ***Lakes Region Community Services***
July 2013-July 2015

- Support families in their home to strengthen protective factors, solidify family unit & increase engagement in their communities, develop & increase career & education skills
- Assist families to identify goals, develop goal plans & empower them to attain those goals
- Collaborate with community partners to connect families to appropriate area resources

- Empower caregivers to obtain the education and skills necessary to nurture physically, emotionally and psychologically healthy children and learn the importance of self-care and social connections while increasing parenting effectiveness and confidence.

Intake & Eligibility/Quality Improvement Specialist
January 2011-July 2013

Lakes Region Community Services

- Gather documentation and determine eligibility for developmental disability services
- Support family through intake process, explain supports that LRCS provides, assign case manager
- Organize and present Staff Development & Training and Orientation for employees
- Ensure safe, quality services are provided to individuals & their families

Family Support/Transition Coordinator
November 2001-January 2011

Lakes Region Community Services

- Provide support and identify resources for families with children with disabilities transitioning to adult services
- Partner with schools to provide a best practices approach to supporting children with disabilities
- Create services budget; develop and implement service plans; person-centered futures planning

Preschool Teacher Assistant & Home Visitor
1998-2001

Early Head Start/Belknap-Merrimack CAP

- Provide developmentally appropriate education to infants & children of diverse backgrounds
- Empower families to promote learning & safe environments for their children
- Create & maintain relationships with children & families to assess their strengths & needs

Education:

Master of Science, Organizational Leadership Program: June 2020

Granite State College

Bachelor of Science, Human Services:

Granite State College

- Summa Cum Laude, Merit Scholar & Community Volunteerism Award

Certifications & Relevant Experience:

- ***Certified Prevention Specialist (CPS)***, NH Prevention Certification Board, International Certification & Reciprocity Consortium
- Recovery Coach, working toward Certified Recovery Support Worker
- Coaching Approach to Communication & Peer Mentor Trainer

Current & Previous Civic/Community Leadership:

- Navigating Recovery Board of Directors
- Lakes Region Workforce Coalition
- NH Employment Program Partner Council
- Family Violence Prevention Council
- Homeless Continuum of Care
- NH Association of Professional Service Coordinators
- Cash Coalition of the Lakes Region
- Thrive Laconia, ACERT Steering Committee
- Laconia Area Community Land Trust, Board of Directors
- Lakes Region Community College Advisory Committee

**LAKES REGION COMMUNITY SERVICES
JOB DESCRIPTION**

Job Title: ACERT Coordinator

Date Prepared: 11/24/19

Date Revised:

Date Board Approved:

Job Objective: To provide effective family-centered services to families in compliance with the agency's policies and state contracts. The primary focus is to strengthen families' protective factors and build adult capacities to impact child outcomes.

ESSENTIAL JOB FUNCTIONS

1. Work with police and the corresponding reports that include children present for a traumatic event.
2. Work within the ACERT workgroup to create a data collection system that reflects the work being done within the program.
3. Write grants applicable to ACERT programming.
4. Collaborate with the ACERT workgroup and all other associated systems to refer children to therapeutic services to mitigate trauma they have experienced.
5. Functions in a collaborative way within the structure of the family, respecting the family's cultural and religious values.
6. Assists assigned families in assessing their strengths, needs, and concerns, and develops an action plan with the family to address their individual and family goals.
7. Assists assigned families in accessing resources and acquiring skills to fulfill the action plan by maintaining regular contact with each family through home visits and phone calls.
8. Advise families on community resources and make referrals.
9. Conducts oneself in a professional manner and in accordance with the Principles of Family Support.
10. Exercises initiative and judgment in the performance of duties and recognizes the limits and boundaries of one's responsibilities.

11. Maintains and completes required documentation of services provided and shares observations/issues regularly with supervisor.
12. Functions as part of the Family Resource Team
13. Participates in all required meetings, approved and required in-house trainings and outside conferences.
14. Functions in a collaborative role with the family/individual's support network.
15. Functions within the policies and procedures established for Family Resource Center and Lakes Region Community Services.
16. Performs other such duties as assigned
17. .

CRITICAL SKILLS/EXPERTISE:

1. Minimum of Bachelors Degree in Human Services, Mental Health, Early Childhood Education or related area with experience in working with families or equivalent of education and experience.
2. Knows and supports the philosophical base of Family Resource Center and is able to communicate such to families and others in the community.
3. Ability to work independently.
4. Ability to recognize and set appropriate boundaries with families and individuals.
5. Ability to maintain confidentiality and non-judgmental demeanor with families.
6. Ability to work collaboratively with family and all individuals involved in the family's life.
7. Ability to maintain open, respective and effective communication with family members, community partners and other team members.
8. Knowledge of child development and behavior as appropriate.
9. Seeks assistance from supervisor and co-workers when/where appropriate.
10. Ability to facilitate meaningful community connections.
11. Must have a valid NH driver's license
12. Must have the ability to drive during daytime and evening hours
13. Must be willing to use personal vehicle for job purposes, carrying Agency-determined minimal insurance coverage
14. Must be willing to work a flexible schedule

I, _____, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. I understand that the contents as presented are a matter of information and should in no way be construed as a contract between Lakes Region Community Services and its employees. Lakes Region Community Services reserves the right to change any part of this job description as circumstances require.

Employee Signature _____ Date _____

**LAKES REGION COMMUNITY SERVICES
JOB DESCRIPTION**

Job Title: ACERT Specialist

Date Prepared: 11/24/19

Date Revised:

Date Board Approved:

Job Objective: To provide effective family-centered services to families in compliance with the agency's policies and state contracts. The primary focus is to strengthen families' protective factors and build adult capacities to impact child outcomes.

ESSENTIAL JOB FUNCTIONS

1. Work with police and the corresponding reports that include children present for a traumatic event.
2. Work within the ACERT workgroup to create a data collection system that reflects the work being done within the program.
3. Collaborate with the ACERT workgroup and all other associated systems to refer children to therapeutic services to mitigate trauma they have experienced.
4. Functions in a collaborative way within the structure of the family, respecting the family's cultural and religious values.
5. Assists assigned families in assessing their strengths, needs, and concerns, and develops an action plan with the family to address their individual and family goals.
6. Assists assigned families in accessing resources and acquiring skills to fulfill the action plan by maintaining regular contact with each family through home visits and phone calls.

7. Advise families on community resources and make referrals.
8. Conducts oneself in a professional manner and in accordance with the Principles of Family Support.
9. Exercises initiative and judgment in the performance of duties and recognizes the limits and boundaries of one's responsibilities.
10. Maintains and completes required documentation of services provided and shares observations/issues regularly with supervisor.

11. Functions as part of the Family Resource Team
12. Participates in all required meetings, approved and required in-house trainings and outside conferences.
13. Functions in a collaborative role with the family/individual's support network.
14. Functions within the policies and procedures established for Family Resource Center and Lakes Region Community Services.
15. Performs other such duties as assigned
16. .

CRITICAL SKILLS/EXPERTISE:

1. Minimum of Bachelors Degree in Human Services, Mental Health, Early Childhood Education or related area with experience in working with families or equivalent of education and experience.
2. Knows and supports the philosophical base of Family Resource Center and is able to communicate such to families and others in the community.
3. Ability to work independently.
4. Ability to recognize and set appropriate boundaries with families and individuals.
5. Ability to maintain confidentiality and non-judgmental demeanor with families.
6. Ability to work collaboratively with family and all individuals involved in the family's life.
7. Ability to maintain open, respective and effective communication with family members, community partners and other team members.
8. Knowledge of child development and behavior as appropriate.
9. Seeks assistance from supervisor and co-workers when/where appropriate.
10. Ability to facilitate meaningful community connections.
11. Must have a valid NH driver's license
12. Must have the ability to drive during daytime and evening hours
13. Must be willing to use personal vehicle for job purposes, carrying Agency-determined minimal insurance coverage
14. Must be willing to work a flexible schedule

I, _____, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. I understand that the contents as presented are a matter of information and should in no way be construed as a contract between Lakes Region Community Services and its employees. Lakes Region Community Services reserves the right to change any part of this job description as circumstances require.

Employee Signature _____ Date _____

**Lakes Region Community Services
Board of Directors 2019 – 2020
Board List & Affiliation**

**Gary Lemay, President
NH Electrical Cooperative**

**Margaret Selig, Vice President
Retired**

**Lynn Hilbrunner, Secretary
NH Veterans Home**

**Carrie Chase, Treasurer
United Postal Service**

**R. Stuart Wallace, Past President
NH Technical Institute**

**Rosa Michaud, Member-at-Large
Bank of New Hampshire**

DIRECTORS

**Randy Perkins
Eversource**

**Richard Crocker
Retired**

**Garrett Lavallee
Spaulding Youth Center**

**Catherine Walker
LR General Hospital**

**Thomas Costigan Jr.
Speare Memorial Hospital**

**Jeanin Onos
Bank of New Hampshire**

**Kurt Christensen
Owl's Nest Resort & Golf Club**

**Kirk Beattie
Laconia Fire Department**


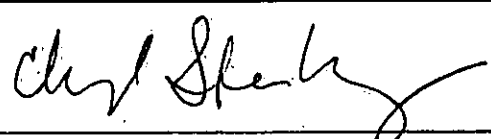

**Matthew Canfield, *Director Emeritus*
Laconia Police Department**

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 Street, Concord, NH 03301	
1.3. Subrecipient Name New Hampshire Legal Assistance		1.4. Subrecipient Address 117 North State Street, Concord, NH 03301	
1.5 Subrecipient Phone # (603) 206-2226	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 360,000
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Sarah Matheson, Director	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Newmarket on 4/3/20 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  CHERYL S. STEINDLER JUSTICE OF THE PEACE STATE OF NEW HAMPSHIRE My Commission Expires January 22, 2025		(Seal)	
1.13.2. Name & Title of Notary Public or Justice of the Peace Cheryl S. Steindler, Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Takhmina Rakhmatova Assistant Attorney General, On: 04/09/2020			
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

SPD
 4/3/20

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.

gmd
4/3/20

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Legal Assistance as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct holistic legal services provided by the subrecipient utilizing its Domestic Violence Advocacy Project (DVAP) and its Senior Law Project (SLP) to victims of crime. This subgrant is provided under the Victims of Crime Act Grant.
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 15th 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 grant 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
603-271-7820 or Tanya.pitman@doj.nh.gov

Subrecipient Initials SPM
Date 4/3/20

EXHIBIT B

-METHOD 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 \$177,714.00 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$182,286.00 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials Smd
Date 4/3/20

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

EXHIBIT C

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 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 subrecipient 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. **Requirements related to "de minimis" indirect cost rate**
A recipient that is eligible under the Part 200 Uniform Requirements and other

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4/3/20

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>.
13. 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

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4/3/20

EXHIBIT C

requirements in subpart E of 29 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. 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."

15. 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. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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 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

EXHIBIT C

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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian Tribes and tribal Organizations.

Should any questions arise to whether a particular use of 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.

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

17. 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.

18. 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

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EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient--

- i. 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
- ii. 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.

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

- i. it represents that-- it has determined that no other entity

Subrecipient Initials Jmd

Date 4/3/20

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

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EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. 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.

26. 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

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4/3/20

EXHIBIT C

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.

27. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
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29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

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4/3/20

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. **The EEO reporting tool and instructions can be found at:** http://ojp.gov/about/ocr/faq_eoop.htm

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
- 43. Subrecipients that directly pass through grant funding to any other entity must ensure that there is an effective system of monitoring those sub-award entities. The pass-through entity is required to monitor their sub-awards programmatic and financial compliance of the program. Pass-through entities must ensure compliance with VOCA rule 94.106 Monitoring Requirements and 2 CFR 200.331 in regards to the sub-award(s) and monitoring.

I have read and understand all 43 special provisions contained in this document:

Sarah Mattson Dustin, Executive Director

Name and Title of Authorized Representative



4/3/2020

Signature

Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301

Name and Address of Agency

Subrecipient Initials

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Date

4/3/20

EXHIBIT D

EEOP Reporting

I, Sarah Mattson Dustin [responsible official], certify that

New Hampshire Legal Assistance [recipient] has completed the EEO reporting tool certification


form at: https://ojp.gov/about/ocr/faq_eeop.htm on 11/18/2018 [Date]

And that Sarah Mattson Dustin [responsible official] has completed the EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:
11/18/2018 [date]

I further certify that:

New Hampshire Legal Assistance [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 4/3/2020

Subrecipient Initials 

Date 4/2/20

EXHIBIT E

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 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 New Hampshire Legal Assistance (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 New Hampshire Legal Assistance (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: Sarah Mattson Dustin, Executive Director

Signature: 

EXHIBIT F

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

gmd

4/3/20

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

gnd

4/3/20

EXHIBIT F

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.

Sarah Mattson Dustin, Executive Director

Name and Title of Head of Agency



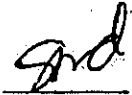
Signature

4/3/2020

Date

New Hampshire Legal Assistance, 117 N. State Street, Concord, NH 03301

Name and Address of Agency



4/3/20

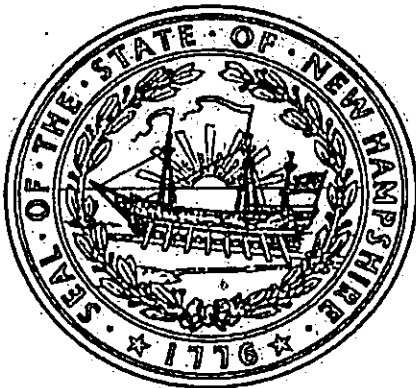
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. 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: 63969

Certificate Number: 0004878013



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Deborah Butler, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Legal Assistance
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/13/2019
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

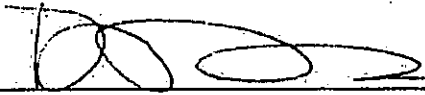
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate. This authority shall remain valid
for thirty (30) days from the date of this Certificate of Vote.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

The 3rd day of April, 2020.
(Date Contract Signed)

4. Sarah Mattson Dustin is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

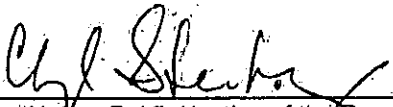

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

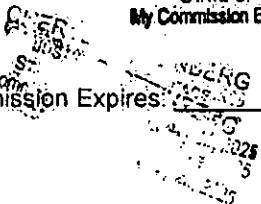
County of Merrimack

The forgoing instrument was acknowledged before me this 3rd day of April, 2020.

By Deborah Butler
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

CHERYL S. STEINBERG
JUSTICE OF THE PEACE
STATE OF NEW HAMPSHIRE
My Commission Expires January 22, 2028


Commission Expires: _____

NEW HAMPSHIRE LEGAL ASSISTANCE

Board of Directors

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 13, 2019

Be it resolved that the Executive Director of New Hampshire Legal Assistance (NHLA) and/or her designee is authorized to seek and apply for funds from:

Endowment for Health, . .

Local Community Development Offices,

New Hampshire Bar Foundation (IOLTA and other),

New Hampshire Charitable Foundation and affiliated foundations and funds,

New Hampshire Bureau of Elderly and Adult Services,

New Hampshire Department of Health and Human Services,

New Hampshire Housing Finance Authority,

New Hampshire Department of Justice,

New Hampshire Legislature (for renewal and possible expansion of NHLA's state appropriation),

U.S. Administration on Community Living,

U.S. Department of Housing and Urban Development,

U. S. Department of Justice,

United Ways,

and is further authorized to apply for other public and private grants, contracts, and awards, and donations, for civil legal services to the poor, to be used for general revenues and for special projects, and is further authorized to execute such documents as necessary to accept such funds in the name of New Hampshire Legal Assistance.

This resolution shall remain in effect through December 31, 2020.

Adopted by the Board of Directors

November 13, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2020

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 FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Cara Scala PHONE (A/C, No, Ext): (603) 689-3218 FAX (A/C, No): (603) 845-4331 E-MAIL ADDRESS: cscala@crossagency.com	
INSURED NEW HAMPSHIRE LEGAL ASSISTANCE INC 117 N STATE ST. CONCORD NH 03301-4407		INSURER(S) AFFORDING COVERAGE INSURER A: MMG (Maine Mutual) Ins. INSURER B: MMG Ins Co INSURER C: Allmerica Financial Alliance INSURER D: INSURER E: INSURER F:	
		NAIC # 15967 10212	

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **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	ADJL 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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BP13365128	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		BP13365128	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		KU13373043	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WKV9596241 (3a) NH	07/02/2019	07/02/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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


Confirmation of coverage

CERTIFICATE HOLDER

CANCELLATION

NH Department of Justice 33 Capitol 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 
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 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459779
June 11, 2008 LTR 4168C E0
02-0300897 000000 00 000
00026861
BODC: TE

NEW HAMPSHIRE LEGAL ASSISTANCE
117 N STATE ST
CONCORD NH 03301-4407170



017451

Employer Identification Number: 02-0300897
Person to Contact: MS. LEWIS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of June 02, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in SEPTEMBER 1971, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, 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.

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

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Jessica Hersom

EDUCATION

University of New Hampshire School of Law, Concord, NH
Juris Doctor

May 2018

Wheelock College, Boston, MA
Bachelor of Social Work and Juvenile Justice
GPA 3.52

May 2015

LEGAL EXPERIENCE

New Hampshire Legal Assistance, Concord, NH
Staff Attorney

May 2019-Present

- Represented clients throughout their family law cases; prepared and represented clients at temporary hearings, final hearings, and modification hearings.
- Represented clients at domestic violence protective order hearings; prepared exhibits and client testimony and represented clients at their final hearings.

New Hampshire Legal Assistance, Manchester NH
Legal Intern

March 2018-May 2019

- Assisted with preparation for trials and hearings; drafted Financial Affidavits, Uniform Support Orders, and settlement documents for supervising attorney.
- Attended legislative hearings; attended and observed legislative process and gained insight as to how these bills will affect NHLA's clients and abilities to provide services.

Rochester Circuit Court-Family Division-Referee Philip Cross, Rochester NH
Clerk

June 2017-August 2017

- Assisted with writing orders; thoroughly read case files, attended hearings, and prepared temporary or final orders under the supervision of Philip Cross.
- Updated the Judicial Reference Guide; created a portfolio with updated New Hampshire Supreme Court cases and organized the Guide by type of case and year.

Department of Children, Youth, and Families, Rochester NH
Intern

June 2016-August 2016

- Assisted with preparation for trials and hearings; prepared exhibits and documents for supervisor to use during hearings.
- Created portfolios for Termination of Parental Rights adjudications; read through hundreds of pages of documents from the life of the case and noted specific instances of conduct required to be proven for termination.

EXPERIENCE

LexisNexis, Concord, NH

August 2016-January 2018

- Assisted students with research questions and helped students find cases or statutes using the program.

Wheelock College Residence Life, Boston MA
Resident Advisor

August 2013-August 2015

- Attended trainings for trauma informed practice; learned how to respond to disclosure of sexual assault and role-played scenarios for practice and feedback.

VOLUNTEER EXPERIENCE

Mothers for Justice and Equality, Boston, MA

September 2014-May 2015

- Assisted Youth Advocates Program; collaborated with youth on projects and presentations

JILLIAN C. REIHL

LEGAL EXPERIENCE:

Staff Attorney, *New Hampshire Legal Assistance*, Manchester, NH January 2017 - present

- Represent income qualified victims and survivors of intimate partner violence, sexual assault, and stalking during protection order proceedings
- Provide holistic legal representation to victims and survivors of intimate partner violence during family law proceedings, including both divorce and parenting cases
- Assist immigrant victims of domestic violence and sexual assault with seeking legal status, Lawful Permanent Resident status, and U.S. citizenship
- Work to build community partnerships with local service providers, law enforcement agencies, courts, and culturally specific community groups
- Represent and advise clients about other civil legal issues, including benefits and landlord tenant law, in an effort to provide holistic legal services.

Associate Attorney, *Drew Law Office, PLLC*, Manchester, NH October 2012 - January 2017

- Independently manage and conduct all aspects of client intake and representation
- Develop standardized procedures, questionnaires, and form letters to improve case efficiency and minimize staff errors or omissions
- Maximize profitability by utilizing free or low cost research tools such as Casemaker and Fastcase
- Conduct legal research and analysis and draft memoranda, briefs, and opinion letters
- Consult with outside counsel to provide comprehensive legal advice and on interdisciplinary issues
- Collaborate with social service providers and pro bono attorneys to secure ancillary services
- Empower clients to make meaningful contributions to their representation through education
- Expanded the areas of expertise within our practice to include the preparation of U-visa applications

Research Assistant, *Professor Symeon C. Symeonides*, Salem, OR August 2011 - May 2012
Research Assistant, *Professor Warren Binford*, Salem, OR July 2011 - May 2012

- Edited chapters of a textbook to be published on Private International Law (Professor Symeonides)
- Performed research and compiled a bibliography to support the writing of a textbook, law review articles, and a successful Fulbright application (Professor Binford)

Law Clerk, *ICE - Office of the Chief Counsel*, Portland, OR June 2011 - August 2011

- Prepared legal filings for submission to the Immigration Court and the Board of Immigration Appeals
- Assisted staff attorneys by investigating legal issues and drafting memoranda

Legal Intern, *Willamette International Human Rights Clinic*, Salem, OR August 2010 - May 2011

- **Asylum Work:** Represented clients in affirmative and defensive asylum proceedings
- **Non-profit Legal Assistance:** Advised a non-profit organization about legal strategies for the ratification of a treaty and sustainable business practices

ADDITIONAL PROFESSIONAL EXPERIENCE:

Assistant Director/Internship Coordinator, *Colby College*, Waterville, ME May 2008 - July 2009

- Developed and presented workshops on professional skills and networking
- Motivated students by creating a plan of action during individual counseling
- Coordinated the College's internship programs
- Edited and drafted informational student resources
- Collaborated with Alumni Relations, Admissions, and other departments to develop and implement strategies for expanding student opportunities

EDUCATION:

Willamette University College of Law, Salem, OR - GPA: 3.41 (18/121) J.D., *cum laude*, May 2012
Thomas College, Waterville, ME - GPA: 3.96 M.B.A., July 2009
William Smith College, Geneva, NY - GPA: 3.75 B.A., May 2008

Christopher Schott

Education

University of New Hampshire School of Law, Concord, NH Graduated May 2018

Juris Doctor Candidate

GP 'A 3.21, Recipient of Presidential Scholarship and New Hampshire Grant

Advanced Criminal Practice Clinic

Aug. 2017 – Dec. 2017

Student Attorney

- Served indigent clients in New Hampshire and federal criminal proceedings.
- Researched New Hampshire and federal criminal law and filed written motions on behalf of client's defense.

Criminal Practice Clinic

Jan. 2017- May 2017

Student Attorney

- Represented indigent clients in misdemeanor and felony criminal cases in New Hampshire state court.
- Appeared in court to conduct cross examinations and assist supervising attorney.

Gettysburg College, Gettysburg, PA

Graduated May 2015

Bachelor of Arts in Political Science, Environmental Studies Minor

GPA 3.49, Dean's List Recipient, Member of Pi Sigma Alpha Political Science Honor Society

Employment

New Hampshire Legal Assistance

Portsmouth, NH

Staff Attorney

May 2018 – Present

- Represent victims of domestic violence in protective order, divorce, and parenting cases.
- Advise victims of domestic violence regarding variety of legal issues they face as the result of abuse.
- Track New Hampshire bills and observe legislative hearings related to issues of domestic violence and family law.

New Hampshire Department of Justice – Environmental Protection Bureau

Concord, NH

Legal Intern - Residency

Jan. 2018 – May 2018

- Aided supervising attorney in conducting a criminal investigation.
- Drafted complaints to enforce New Hampshire environmental regulations.
- Researched and advised on questions of criminal, property, and consumer protection law.

New Hampshire Legal Assistance

Portsmouth, NH

Legal Intern

May 2017 – Aug. 2017

- Aided in the representation of client's domestic violence, landlord-tenant, and housing discrimination cases.
- Researched and advised on questions of healthcare, welfare, and education law.
- Conducted direct and cross examinations in domestic violence cases before New Hampshire state courts.

New Hampshire Department of Environmental Services

Concord, NH

Legal Intern

Feb. 2016 – Aug. 2016

- Drafted documents to enforce state regulations of public bathing facilities.
- Conducted research and advised on legal questions for members of the department.
- Participated in on-site regulatory inspections of public bathing facilities.

Adams County Public Defender's Office

Gettysburg, PA

Legal Intern

Feb. 2015 – May 2015

- Performed research on Pennsylvania and federal law to form arguments for court cases.
- Observed first hand plea bargaining, revocation hearings and criminal trials.

Competencies

WestLaw Next, Lexis Advance, Bloomberg Law, Geographic Information Systems, STATA

Erin P. Jasina

WORK EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE (NHLA)

Domestic Violence Advocacy Project Director

October 2017-present

- Responsible for training, mentoring, and supervising project staff, including seven attorneys, one paralegal, and one administrative manager
- Prepare Federal and State grant progress reports on an annual, biannual, and quarterly basis
- Serve as point person for media and general public inquiries related to domestic violence and family law issues
- Facilitate quarterly meetings of the Domestic Violence Advisory Council made up of project partners and other key community stakeholders

Domestic Violence Advocacy Project Co-Director

December 2014-October 2017

Paralegal Advocate, Domestic Violence Advocacy Project

January 2008-present

- Assist attorneys in the representation of domestic violence victims/survivors in family law related matters, including divorce, parental rights & responsibilities, child support, and termination of parental rights
- Provide counsel & advice, under the supervision of project attorneys, to clients of the Strafford County Family Justice Center
- Coordinate with domestic violence crisis centers statewide to locate attorneys within NHLA to represent clients at final domestic violence protective order hearings
- Coordinate statewide DVAP referral process with crisis centers, NH Bar Association's Pro Bono Program, and the Legal Advice & Referral Center
- Assist attorneys with trial preparation by drafting court forms and pleadings, creating exhibit binders, and preparing financial affidavits
- Participate in the discovery process by obtaining and analyzing records from bank institutions and police departments, and drafting answers to interrogatories
- Maintain client contact and provide support throughout case process, including attendance at court hearings
- Train crisis center advocates on safe and effective parenting plans
- Provide advocacy to clients seeking emergency assistance from town local welfare offices
- Conduct legal research using Westlaw, the Internet, and public records

NEW HAMPSHIRE LEGAL ASSISTANCE

September 2013-present

Intern Coordinator

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005-December 2007

Paralegal, Elder Abuse Unit and White Collar Crime Unit, Criminal Division

- Responsible for the preparation and filing of motions, including answering discovery requests
- Acted as a contact for the public to report and ask questions regarding elder abuse
- Maintained statistics for all pending and disposed cases handled by the Elder Abuse Unit
- Participated in investigations of elder abuse
- Communicated with local and state law enforcement agencies throughout criminal proceedings
- Prepared presentations and assisted in the training of law enforcement personnel and elder advocates

Erin P. Jasina

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005

Paralegal, Insurance Advocacy Unit, Civil Division

- Assisted with the preparation of insurance rate hearings, including tracking responses to all data requests, maintaining attorneys' files, and overseeing the production of trial binders
- Responsible for the preparation and filing of legal briefs
- Compared and reviewed proposed insurance laws and regulations

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Boston, MA

2004-2005

Legal Hiring Assistant

- Assisted in the hiring process of Summer Associates
- Responsible for arranging interviews of all prospective attorneys
- Represented firm at law school job fairs/receptions
- Prepared materials used by attorneys at weekly Hiring Committee Meeting and participated in the meetings
- Maintained firm-wide database of all attorney applicants
- Point of contact for attorneys regarding any HR related matters

DEBEVOISE & PLIMPTON LLP, Washington, DC

2003-2004

Legal Receptionist

- Handled all incoming calls from clients, attorneys, and the general public
- Assisted managing partner on special projects
- Maintained and arranged office space for attorneys, clients, and staff
- Organized office wide events, working with outside vendors and suppliers

EDUCATION

NORTHEASTERN UNIVERSITY, Boston, MA

January-March 2005

Paralegal Professional Certificate Program

THE CATHOLIC UNIVERSITY OF AMERICA, Washington, DC

1999-2003

B.A. Media Studies

- Overall G.P.A. – 3.76/4.0; Magna Cum Laude
- Phi Eta Sigma (Fall 2000 – Spring 2003)
- Highest Honor in Senior Comprehensive Exam

COMMITTEES AND SPECIAL TRAINING

- Member of the New Hampshire Family Mediator Certification Board since July 2015
- Served as Chair and NHLA's representative to the Strafford County Family Justice Center Advisory Council
- Attended the National Family Justice Center Alliance Conference (2011, 2012, 2014, 2016)
- Attend annual NH Statewide Conferences on Domestic and Sexual Violence and Stalking
- April of 2007- Attended the Courtroom Technology course given by the National District Attorneys Association at the National Advocacy Center in Columbia, SC. This four day course focused on using PowerPoint as a tool for case analysis and courtroom presentations.

COMPUTER SKILLS

- Proficient in Microsoft Word, Excel, PowerPoint, Westlaw, Lexis, FLAPS, and Web-based research

CHERYL S. STEINBERG

EXPERIENCE:

NEW HAMPSHIRE LEGAL ASSISTANCE, Concord, New Hampshire

Director, Senior Citizens Law Project, May 2010 – present

Oversee project activities, represent clients focusing on illegal and abusive debt collection practices, financial exploitation and nursing home/assisted living discharges, and provide training and outreach.

Development Director, October 2006 – September 2010

Responsible for grant writing, research and management, and overseeing individual fundraising campaign.

Staff/Directing Attorney, January 1999 – August 2007

Served in several capacities including general staff attorney, attorney/manager for the Senior Legal Advice Line, and project director for the New Hampshire Health Law Collaborative.

DISABILITY RIGHTS CENTER-NH, Concord, New Hampshire

Staff Attorney, January 1997 – December 1998

Represented persons with disabilities in a variety of civil legal matters, including special education law.

CONNOR AND KITCHEN, Manchester, New Hampshire

Of Counsel, August 1996 – January 1997

Represented persons in family and special education law matters.

LAW OFFICES OF ROBERT V. JOHNSON, II, Concord, New Hampshire

Associate, October 1995 – July 1996

Represented persons in a wide range of matters including personal injury, workers' compensation, probate and family law.

CHAMBERLAIN AND CONNOR, Manchester, New Hampshire

Associate, August 1993 – October 1995

Represented persons in family law matters with a concentration in child advocacy and special education law.

THE HONORABLE SHANE DEVINE, SENIOR JUDGE

UNITED STATES DISTRICT COURT, Concord, New Hampshire

Extern, September 1992 – May 1993

Performed legal research and drafted court orders on a wide range of legal issues.

EDUCATION:

FRANKLIN PIERCE LAW CENTER, Concord, New Hampshire

Juris Doctor, May 1993

SOUTHERN ILLINOIS UNIVERSITY, Carbondale, Illinois

Bachelor of Arts, Sociology, August 1983

Honors: Sociology Major Honors Award

BAR ADMISSION AND PROFESSIONAL ASSOCIATIONS:

Admitted to New Hampshire Bar, October 1993; member, National Academy of Elder Law Attorneys.

GEOFFREY D. KETCHAM
New Hampshire Legal Assistance
117 North State Street, Concord, NH 03301
603-223-9750, ext. 2823 · E-mail: gketcham@nhla.org

Experience

New Hampshire Legal Assistance (NHLA), Concord, NH, 2018-present

- Managing Attorney, Concord Branch Law Office
- Supervise locally-based NHLA advocates, support staff, interns, law students, volunteers
- Statewide administrative and court advocacy and litigation
- Legislative and administrative advocacy, statewide projects, community partnerships
- New Hampshire Bar Association

Northeast Legal Aid, Inc. (Merrimack Valley Legal Services), Lowell, MA, 2004-2018

- Staff Attorney, housing, family/domestic relations, elder & public benefits
- Caretakers of Children at Risk (CCR) Project Coordinator (2017-2018)
- Northeast Housing Court Lawyer for a Day Program Coordinator (2014-2017)
- Housing Unit Head (2014-2017)
- Training/mentoring new staff; AmeriCorps supervisor; supervise interns, law students
- Administrative and court advocacy and litigation
- Strategic Planning, Merger, Private Attorney Involvement & Needs Assessment committees
- Assist with grant compliance and development
- Greater Lowell Bar Association

Gordon College, Wenham, MA, Adjunct Professor, 2015

- Department of Political Science; Course Title: Law and Society

Legal Aid of East Tennessee, Inc., (Knoxville Legal Aid Society), Knoxville, TN, 1999-2003

- Staff Attorney, public benefits, consumer & general practice
- Administrative and court advocacy and litigation
- Community presentations & outreach; develop & edit program publications
- Tennessee Alliance of Legal Services (TALS) task forces
- Knoxville Bar Association
- Retired and Senior Volunteer Program (RSVP) Advisory Council
- Full Service Schools Project, Detainer Project, Saturday Bar, Veterans Stand Down, Fresh Start classes, Urban League seminars

The Neal Law Firm, Knoxville, TN, 1998-1999, Associate, general civil practice

Bar Admissions: Tennessee, 1998; Eastern District of Tennessee (U.S. District Court), 2003; Massachusetts, 2005, (2004 pursuant to Rule 3:04); New Hampshire, 2019; United States District Court, District of New Hampshire, 2019

Education

Doctor of Jurisprudence, University of Tennessee College of Law, Knoxville, TN, 1998

Bachelor of Arts in History, Gordon College, Wenham, MA, 1994

Contributions to Legal Field & Community

- Legal Tactics (MA tenant rights publication) Author & Reviewer (2017-2018)
- Commission on the Status of Grandparents Raising Grandchildren panel member (2018)
- Northeast Housing Court Lawyer for a Day Program Training (2006-2017)
- Northeast Housing Court Tenancy Preservation Program Advisory Group (2014-2018)
- Massachusetts Society for the Prevention of Cruelty to Children presentation (2014)
- Greater Lowell Education and Advocacy Network (GLEAN) Advisory Team (domestic violence high risk group) (2012-2014)
- Middlesex Community College, Work Readiness Program presentation (2008)
- Community presentations & outreach; develop & edit program publications

Training Opportunities

- New Hampshire Bar Association, Continuing Legal Education
- NHLA Trial Skills and Substantive programs
- Massachusetts Legal Assistance Corporation programs
- Massachusetts Continuing Legal Education programs
- Massachusetts Legal Reform Institute, Inc. programs
- American Bar Association Litigation training for Legal Services Advocates
- National Institute for Trial Advocacy litigation training
- National Consumer Law Center consumer rights conference
- TALS conferences
- Tennessee Commission on Continuing Legal Education

Other Involvement

- New England Academy, Beverly, MA, Advisory Board Member (past)
- First Congregational Church, Kingston, NH, music director
- Legal Aid Staff Association, officer, member, committee chair/member (TN & MA)
- Town & Timberlane Youth Recreational Athletics, YMCA coach and volunteer
- Timberlane Music Association, member and volunteer

New Hampshire Legal Assistance

Project Director

Job Description

3-7-07

Overview: Project Directors perform a key role at NHLA and are responsible for management of substantive law units. They are expected to take an active role in managing the work of staff assigned to the project, overseeing project grants, and promoting the objectives of the unit. Project directors have the authority to delegate work and coordinate work of the unit with other managers and advocates. Project managers report to the Deputy Director. Duties include but are not limited to:

- Working with senior management team and others to develop and maintain Project goals and objectives.
 - Identify and work in collaboration with Litigation Director to pursue ideas for litigation, including impact and appellate.
 - Identify and work in collaboration with Policy Director to pursue ideas for administrative and legislative advocacy.
 - Share information about Project work throughout NHLA, including via Litigation Report.
 - Identify and pursue avenues for pro bono attorneys to further Project goals.
 - Develop and maintain a national perspective on the legal services and other substantive law work pertaining to Project. (The Project Director is not be expected to be an expert in each component area of practice covered by the Project. The Project Director may delegate responsibility for tracking national developments in certain practice areas to other Project members.)
- Having primary responsibility for grant management which includes familiarity with grant terms, obligations and limitations and grant reporting.
- Ensuring that objectives of Project and goals and objectives required by grants funding the Project are met.
- Working collaboratively with Controller to set budget and hours' expectations for advocates working in Project.
- Working in active collaboration with the Development Director to submit reports and to apply for ongoing grants. Be alert to new grants or funds to support and maintain work of Project and notify Development Director of such opportunities.
- Working in active collaboration with managing attorneys in each BLO to regularly supervise legal work done by advocates in Project.

- Working with Deputy Director to resolve areas of conflict between Managing Attorney, Project Director, and/or individual advocates.
- Working collaboratively with project team members and assisting them in developing their knowledge and skills.
 - Encourage project team members to pursue training to develop complementary areas of expertise.
 - In conjunction with Deputy Director, Litigation Director, and Managing Attorneys, ensure that each NHLA advocate has a workplan including professional development goals, and help to identify opportunities, including training and co-counseling, which would fulfill the workplan.
- Establishing mechanisms such as team meetings, case acceptance meetings and staff training programs to develop the efficacy and skill of the unit.
- Providing direct services to clients.
- Working collaboratively to develop community outreach strategies.

New Hampshire Legal Assistance

Staff Attorney

Job Description - March 2008

General Responsibilities

The Staff Attorney provides comprehensive legal services to eligible clients in civil cases in accordance with program guidelines and the Code of Professional Responsibility.

Duties

- Handles a diversified caseload of individual services cases in a number commensurate with his/her experience and competence, and with the demands of his/her community.
- Develops a working knowledge of community needs, resources and desires and establishes meaningful contact and ties to community groups, organizations, etc.
- Increases knowledge and expertise in a particular substantive area so as to be able to:
 - a. help train other lawyers and support staff, etc.
 - b. participate in task forces or other groups active in developing strategy and tactics to further the interests of low-income clients in those areas.
- Supervises the regular work of paralegals and support staff.
- Reports to supervisors caseload statistics and general information regarding his/her activities at regular intervals.

Relationship

Reports directly to the Managing Attorney or other direct Supervisor, as applicable, and to the Executive Director of NEILA.

Requirements

- Member of the NH Bar or must take first available exam
- Demonstrated commitment to serving low-income clients.
- Willingness to commit her/herself to the program for a minimum of two years.
- Prior legal services experience desirable.

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors (Updated February 2020)

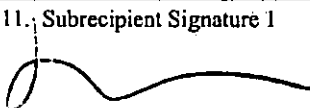
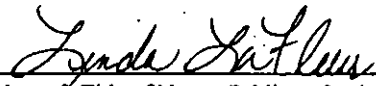

KILE ADUMENE (Secretary)	Manchester Community Health Center	145 Hollis St., Manchester, 03101	603-820-2121	[REDACTED]
JOHN T. BEARDMORE (Treasurer)	Fidelity Investments	873 Rollins Rd. Hopkinton, 03229	603-717-8092	John.Beardmore@fmr.com
GEORGE DANA BISBEE, Esq. (Co-Chair)				[REDACTED]
DEBORAH BUTLER, CPA (VP)	Deborah Butler, CPA 1911 Office	P.O. Box 323, 20 Central Sq., Keene, 03431	603-352-2448	dbutler@mcmxi.com
LAUREN SNOW CHADWICK, Esq.	National Education Association	P.O. Box 713 New London, 03257	603-731-4296	[REDACTED]
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(SAMANTHA ELLIOTT, Esq.) (VP-LARC) (LARC Board only)	Gallagher, Callahan & Gartrell, P.C.	214 North Main St., P. O. Box 1415 Concord, 03302-1415	603-228-1181	elliott@gcgclaw.com
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MARGARET GOODLANDER, Esq.			603-404-4017	[REDACTED]
ELIZABETH GREENWOOD		[REDACTED]	[REDACTED]	egreenwood1@plymouth.edu
DOUGLAS P. HILL, Esq.			603-968-7900 (w) [REDACTED]	[REDACTED]
ANNE JENNESS, Esq.	Gallagher, Callahan & Gartrell, P.C.	214 North Main St., P. O. Box 1415 Concord, 03302-1415	603-545-3622	jenness@gcgclaw.com
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MICHAEL S. LEWIS, Esq.	Rath, Young & Pignatelli, PC	One Capital Plaza, P.O. Box 1500 Concord, 03302-1500	603-226-2600	msl@rathlaw.com
SINDISO MNISI WEEKS, LLB, Ph.D.	University of Massachusetts-Boston	100 Morrissey Blvd. Boston, MA 02125	[REDACTED] cell	[REDACTED]
REBECCA NANN	Holistic Therapeutic Arts	49 Ashuelot Street, Upstairs Keene, NH 03431	315-409-3578	[REDACTED]
JOHN J. PELLETIER, SR.		P.O. Box 1893, Derry, 03038	603-505-9710	[REDACTED]
DEBORAH KANE REIN, Esq. (Co-Chair)	Hess Gehris Solutions	95 N. State Street, Concord, 03301	603-724-5081	deborah@hessgehris.com
TALESHA SAINT-MARC, Esq.	Bernstein Shur	670 N. Commercial St., PO Box 1120 Manchester, NH 03105-1120	603-665-8814	tsaintmarc@bernsteinshur.com
ERIN VANDEN BORRE, Esq.	Orr & Reno, PA	45 South Main St., Ste. 400 P.O. Box 3550, Conc. NH 03302-3550	603-568-8764 cell	EvandenBorre@orr-reno.com

GRANT AGREEMENT

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

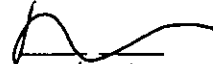
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Granite State Children's Alliance		1.4. Subrecipient Address 72 South River Road, Suite 202, Bedford, NH 03110	
1.5. Subrecipient Phone # (603) 864-0215	1.6. Account Number 02-20-20-201510-5021-0 72-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 68,399
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 Joy Barrett Chief Executive Officer	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
✓ 1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 3/16/20 , 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)  LINDA T. LAFLEUR NOTARY PUBLIC			
✓ 1.13.2. Name & Title of Notary Public or Justice of the Peace State of New Hampshire My Commission Expires July 31, 2024			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Takmina Rakhmatova Assistant Attorney General, On: 4/9/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 4/9/2020			

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


3/16/20

- 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.

JR
3/16/20

EXHIBIT A

-SCOPE OF SERVICES-

1. The Granite State Children's Alliance as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred for the provision of victim services by the Suprecipient's Family Support Specialist. This funding is available through the Victims of Crime Act Grant (CFDA #16.575).
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 15th 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 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.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Tanya.pitman@doj.nh.gov

Subrecipient Initials



Date

3/17/20

EXHIBIT B

-METHOD 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 \$34,000 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later, to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$34,399 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

Subrecipient Initials



Date

3/17/20

EXHIBIT C

-SPECIAL PROVISIONS-

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

Subrecipient Initials

JP

Date

3/17/20

EXHIBIT C

2018-V2-GX-0036

SPECIAL CONDITIONS

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 2014), 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

Subrecipient Initials

Date

JP
3/17/20

EXHIBIT C

applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), 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.

6. 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.

7. 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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The Subrecipient 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

JP
3/17/20

EXHIBIT C

9. 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 <http://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.
10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
The 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 "Post-award Requirements" in the "2015 DOJ Grants Financial Guide").
11. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities 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.
12. 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>
13. 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

Subrecipient Initials

Date

JR
8/17/20

EXHIBIT C

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>.

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

no Subrecipient 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.

a. In accepting this award, the recipient—

- i. 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
- ii. 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.

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

- i. it represents that— it has determined that no other entity

Subrecipient Initials

Date

JM
3/17/20

EXHIBIT C

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

- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient 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 OVW, as appropriate) for guidance.

21. 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

Subrecipient Initials

Date

jm
8/17/20

EXHIBIT C

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.

22. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

23. VOCA Requirements

The subrecipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

24. Demographic Data

The subrecipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

25. Discrimination Findings

The subrecipient 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.

26. 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

EXHIBIT C

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.

27. The subrecipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
28. If Primary Award Exceeds \$500,000 - Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient 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.
-
29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2018-V2-GX-0036) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Subrecipient Initials

Date

jm
3/17/20

EXHIBIT C

31. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single

Subrecipient Initials

Date

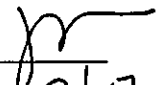

3/17/20

EXHIBIT C

Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.

38. Sub-Recipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doi.nh.gov/grants-management/civil-rights.htm>.

39. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

40. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program.

Subrecipient Initials

Date

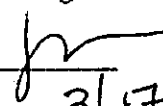

3/17/20

EXHIBIT C

Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEO reporting tool and instructions can be found at: http://ojp.gov/about/ocr/faq_eop.htm

- 42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.
- 43. Subrecipients that directly pass through grant funding to any other entity must ensure that there is an effective system of monitoring those sub-award entities. The pass-through entity is required to monitor their sub-awards programmatic and financial compliance of the program. Pass-through entities must ensure compliance with VOCA rule 94.106 Monitoring Requirements and 2 CFR 200.331 in regards to the sub-award(s) and monitoring.

I have read and understand all 43 special provisions contained in this document:

Joy Burnett Chief Executive Officer

Name and Title of Authorized Representative

[Signature]

Signature

3/17/2020

Date

Granite State Children's Alliance 42 South Runkel, Suite 202
Bedford, NH 03110

Name and Address of Agency

Subrecipient Initials

[Signature]

Date

3/17/20

EXHIBIT D

EEOP Reporting

I, Joy Burrett [responsible official], certify that

Granite State Children's Alliance [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 3/5/2020 [Date]

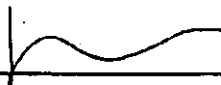
And that Joy Burrett [responsible official] has completed the EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

3/5/2020 [date]

I further certify that:

Granite State Children's Alliance [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 3/17/2020

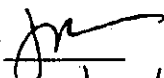
Subrecipient Initials: 
Date: 3/17/20

EXHIBIT E

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 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 Granite State Children's Alliance (Applicant) certifies that any funds awarded through grant number 2018-V2-GX-0036 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 Granite State Children's Alliance (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: Jay Barrett Chief Executive Officer

Signature: [Handwritten Signature] 3/17/2020

Subrecipient Initials [Handwritten Initials]
Date 3/17/20

EXHIBIT F

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

Subrecipient Initials

Date

[Handwritten Signature]
3/17/00

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

Subrecipient Initials

Date

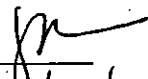

3/17/20

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

Subrecipient Initials

Date

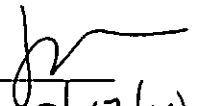

3/17/20

EXHIBIT F

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and QVW 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.

Joy Burnett Chief Executive Officer

Name and Title of Head of Agency

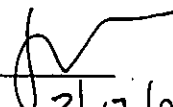

Signature

3/17/2020
Date

Granite State Children's Alliance 72 South River Rd

Name and Address of Agency

Bedford, NH 03110 Suite 202

Subrecipient Initials 

Date 3/17/20

State of New Hampshire

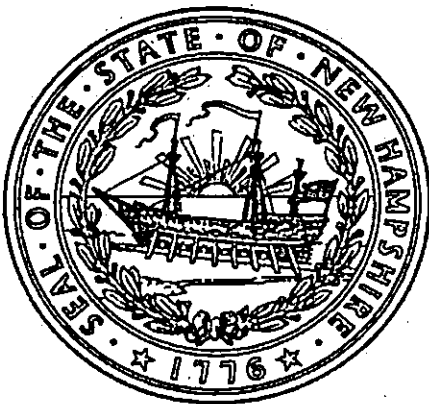
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. 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: 456237

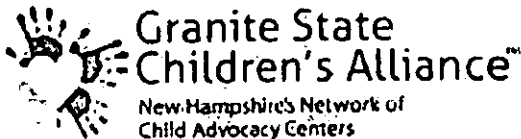
Certificate Number: 0004885063



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2020.

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

William M. Gardner
Secretary of State



72 South River Road, Suite 202
Bedford, NH 03110

Certificate of Authority

I, Andy Crews, Chairman of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

1. I am a duly elected officer of the Granite State Children's Alliance.
2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on October 11th 2018.

Resolved: That the Chief Executive Officer is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the State of New Hampshire – Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 4th day of March 2020. This authority shall remain valid for thirty (30) days from the date of this Certificate of Authority.
4. Joy Barrett is the Chief Executive Officer of the Granite State Children's Alliance.



Andy Crews
Board Chairman, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

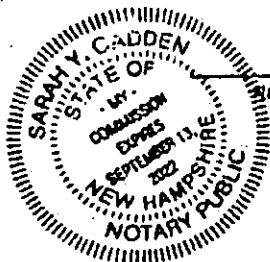
County of Hillsborough

The forgoing instrument was acknowledged before me on 03/05/2020 by H. Andy Crews.



Signature of Notary Public of Justice of the Peace

Commission Expires _____



Name and title of Notary Public of Justice of the Peace

(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2020

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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C No, Ext): 603-882-2768 FAX (A/C No): 603-886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Granite State Children's Alliance 72 South River Road Suite 202 Bedford NH 03110	INSURER A: Selective Insurance Group Inc. 14378	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1785080335 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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	S 2333435	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		S 2333435	3/1/2020	3/1/2021	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 RETENTION \$		S 2333435	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC 9058573	3/1/2020	3/1/2021	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information: Coverage for NH; no excluded officers. Additional insured status applies when required by written contract per Selective Insurance GL ElitePac Endorsement CG7300 (1/16).
New Hampshire Department of Justice is additional insured with regard to General liability.

CERTIFICATE HOLDER New Hampshire Department of Justice 33 Capitol Street Concord NH 03301	CANCELLATION 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
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Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256521944
Mar. 16, 2020 LTR 4168C 0
74-3186259 000000 00

00014152

BODC: TE

THE GRANITE STATE CHILDRENS
ALLIANCE
% JOY BARRETT
72 S RIVER RD STE 202
BEDFORD NH 03110

005739

Employer ID number: 74-3186259
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Mar. 09, 2020, about your tax-exempt status.

We issued you a determination letter in October 2006, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,



Child Advocacy Center of Hillsborough County

A program of the Granite State Children's Alliance

POSITION TITLE: Family Support Specialist: Full-time (Nashua CAC)

REPORTS TO: GSCA Director of Program Services

The Family Support Specialist position for the GSCA is primarily responsible for helping families and children feel comfortable, informed and supported to best navigate multiple systems beyond the forensic interview at the Child Advocacy Center (CAC). This may include making referrals for mental health assessments, trauma focused treatments and necessary medical examinations. The Family Support Specialist serves as a liaison between the family and the multi-disciplinary team (MDT); providing guidance and education to best understand the investigative and judicial process, their parental/guardian role and how to best support the child through the healing process.

DUTIES AND RESPONSIBILITIES

- Works directly with families starting from the beginning of the CAC process
- Supports non-offending caregivers during the CAC interview by providing information regarding services, referrals, the MDT model and an understanding of the investigation process
- Provides age appropriate support to the victim regarding services, referrals, the MDT model and an understanding of the investigation process
- Assists in the navigation of services available statewide to victims
- Assists with referrals for trauma focused mental health services and medical examinations – works collaboratively with local Crisis Center Advocates to complement supports and not duplicate advocacy efforts
- Administers the Outcome Measurement Survey (OMS)
- Provides comprehensive case management with the family and maintains contact with the MDT to provide follow up information.
- Provides updates during case review
- Assist with educating the community about both the vital work of the CAC and our child abuse awareness and prevention strategies
- Assist the CAC Program Coordinator or Forensic Interviewer with various other center duties

REQUIREMENTS

1. Bachelors Degree in Human Services or Criminal Justice related field; with at least 2 years of relevant experience
2. Preferred knowledge and experience with CAC, the MDT model, and/or the dynamics of child abuse and childhood trauma
3. Experience providing supports to families and children in crisis
4. Excellent written and communication skills
5. Engaging, energetic, strong organizational skills, consistent follow through and self motivation
6. Ability to work with a diverse structure of member agencies, communities and professionals
7. Strong leadership skills, a solid work ethic and compassionate attitude

In accordance with the Americans With Disabilities Act, the above is intended to summarize the essential functions of and requirements for the performance of this job. It is not meant to be an exhaustive list of miscellaneous duties and responsibilities that may be requested in the performance of this job.

Applicant will be required to pass a NH Criminal Record background, a NH Child Offender Registry check and complete the GSCA KNOW&TELL online educational course



Granite State Children's Alliance™

New Hampshire's Network of
Child Advocacy Centers

Key Personnel

FY2020

Key Personnel responsible for meeting the terms and conditions of the VOCA agreement

Name	Title	Annual Salary
Joy Barrett	Chief Executive Officer	\$114,000.00

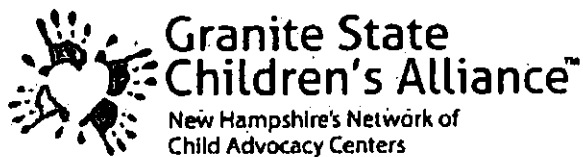
The CEO of the Granite State Children's Alliance is responsible for the operations and administration of the Hillsborough County Child Advocacy Centers (Nashua and Manchester), the Monadnock Region Child Advocacy Center (Keene) and the Greater Lakes Child Advocacy Center. This position is also responsible for the operation of the NH Chapter which represents the network for Child Advocacy Centers in NH.

Nicole Ledoux **Victim Services Quality Assurance Director** **\$80,000.00**

The Victim Service Quality Assurance Director position will work with all Child Advocacy Centers and MDT from around New Hampshire to assess gaps in victim service and practice regionally, plan with local teams to make improvements, and guide and support the implementation of recommendations with the CAC/MDT. Guiding our CAC/MDT improvement efforts with priority on the victim's needs ensures that our CACs in NH are providing a high quality, victim centered, trauma informed forensic interviewing services. Additionally, that the services serve the complex needs of victims of sexual and physical abuse in a way that helps victims heal, survive and thrive.

Meghan Noyes **Director of Program Services** **\$63,314.00**

The Director of Program Services of the Granite State Children's Alliance is responsible for the day to day service delivery of the Hillsborough County Child Advocacy Centers (Nashua and Manchester), the Monadnock Region Child Advocacy Center (Keene) and the Greater Lakes Child Advocacy Center. Among other responsibilities, this position includes oversight and supervisor of the Forensic Interviewer and Family Support Specialist positions in those four Child Advocacy Centers.



**Granite State Children's Alliance
Board of Directors- Fiscal Year 2019/2020**

(16 Board Members)

Executive Committee

Andy Crews
Chairman of the Board

AutoFair

Home: [REDACTED]

Work Phone: 603-634-1090

acrews@autofair.com

Dr. Adrian Thomas, MD
Vice- Chairman of the Board

New Hampshire NeuroSpine Institute
4 Hawthorn Drive, Bedford, NH 03110

Work Phone: 603-472-8888

Cell: 603-203-9144

AdrianThomasMD@gmail.com

Jarad Vartanian (joined 9/2018)

Treasurer

Vachon Clukay and Company
608 Chestnut Street, 2nd Floor
Manchester, NH 03104

Work Phone: 603-622-7070

Cell: 603-305-2833

jvartanian@vachonclukay.com

Richard C. Tracy (joined 5/2015)

Secretary

NHDOJ- Attorney General's Office
33 Capitol Street, Concord, NH 03301

Work Phone: 603-271-3712

dicktracy1958@gmail.com

Richard.c.tracy@doj.nh.gov

Philip Taub, Esq.

Immediate Past Chairman

Nixon Peabody

900 Elm Street #1400

Manchester, NH 03101

Work Phone: 603-628-4000

ptaub@nixonpebody.com

Nick E. Abramson, Esq. (joined 9/2017)

Abramson, Brown & Dugan, PA

1819 Elm Street

Manchester, NH 03104

Work Phone: 603- 647-0300

Cell: 603-493-0714

nabramson@arbd.com

Marga Patterson (joined 2017)

WZID

181 Pinebrook Place

Manchester, NH 03109

Work Phone: 603-669-5777

Cell: 603- 391-2417

margabessette@comcast.net

Cathy Brittis

The CAC of Grafton/Sullivan County at DHMC

One Medical Drive

Lebanon, NH 03756

Work Phone: 603-653-9012

Cell: 603-252-1257

Cathy.b.bean@hitchcock.org

Chris Hodgdon

Comcast

54 Regional Drive

Concord, NH 03301

Work Phone: 224-1871 ext. 201

Cell: 617-279-7167

Chris_hodgdon@cable.comcast.com

Donna Gaudet Hosmer (joined 9/2018)

Autoserv

40 E. Main Street, Tilton, NH 03276

Work Phone: 603-286-3141

Cell: 603-496-4377

hosmerd@autoserv.com

Stephen Langan

Fidelity Management and Research
One Spartan Way – TS2J Merrimack, NH 03054
Work Phone: 603-791-5556
Cell: 603-660-4748
Stephen.langan@fmr.com

Matthew Larochelle (joined 11/2018)

Manchester NH Police Department
[REDACTED]

Work Phone: 603-792-5563
Home Phone: 603-396-6412
mlarochelle@manchester.nh.gov

Teresa Rhodes Rosenberger (joined 2017)

Devine Millimet
15 N. Main Street
Concord, NH 03301
Work Phone: (603) 410-1702
Home Phone: (603) 224-7018
Teresa.rosenberger@gmail.com
trosenberger@devinemillimet.com

David Rotman (joined 1/2018)

NHDOJ– Attorney General's Office
33 Capitol Street, Concord, NH 03301
Cell: 603-848-9189
David.Rotman@doj.nh.gov

Brad Russ

Internet Crimes Against Children
10 West Edge Drive
Durham, NH 03824
Work Phone: 603-862-7031
Cell: 603-793-9549
Brad.russ@unh.edu

Kerry Baxter (joined 1/2019)


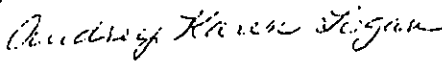

Nashua Police Department
0 Panther Drive, P.O. Box 785, Nashua, NH 03061
Home: [REDACTED]
Cell: [REDACTED]
baxterk@nashuapd.com

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 Street, Concord, NH 03301	
1.3. Subrecipient Name Legal Advice and Referral Center		1.4. Subrecipient Address 15 Green Street, Concord, NH 03301	
1.5 Subrecipient Phone # (603) 224-3333 ext 605	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 09/30/2022	1.8. Grant Limitation \$ 300,330
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
"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 L. B. Hayes-Snow Executive Director <i>Takhmina Rakhmatova</i>	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on 4-7-2020, 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 		AUDREY KAREN LOGAN NOTARY PUBLIC State of New Hampshire My Commission Expires July 22, 2020	
(Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas Kaempfer, Administrator	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Takhmina Rakhmatova</i>		Assistant Attorney General, On: 11/04/20/2020	
1.17. Approval by Governor and Council (if applicable)			
By:		On: 11	

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

- 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. Legal Advice and Referral Center as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the subrecipient and the New Hampshire Pro Bono Referral System under the Victims of Crime Act Grant to improve access of legal services for victims of crime.
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 15th 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 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.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Tanya.pitman@doj.nh.gov

EXHIBIT B

-METHOD 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 at in the MOU section 1.

3a. The Subrecipient shall be awarded an amount not to exceed \$125,175.00 of the total Grant Limitation from Governor and Council approval or 07/01/20, whichever is later, to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$175,155.00 of the total Grant Limitation from 07/01/21 to 06/30/22, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 06/30/22 or 9/30/22 if an extension is approved.

EXHIBIT C

-SPECIAL PROVISIONS-

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

EXHIBIT C

Special Provisions to the State of New Hampshire Grant Agreement

2019-V2-GX-0050

SPECIAL CONDITIONS

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 assurances or certifications 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. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official

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 an assurance or certification 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 U.S. 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

EXHIBIT C

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 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), 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 2019 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 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 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 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 subrecipient 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

EXHIBIT C

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. 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(1), 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.

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

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.

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

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").

EXHIBIT C

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.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The 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, \$250,000). 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 <http://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 \$250,000)), and are incorporated by reference here.

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

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 "Post-award Requirements" in the "DOJ Grants Financial Guide").

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

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities 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.

EXHIBIT C

11. OJP Training Guiding Principles

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

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

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.

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

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."

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

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

Currently, 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, currently, also sets out rules and requirements that pertain to 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 28 C.F.R. Part 38 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,

EXHIBIT C

Chapter I, Part 38, under e-CFR "current" data.

15. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the 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 funds awarded by OJP from being used by 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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a 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.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by 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.

17. Reporting potential fraud, waste and abuse and similar misconduct.

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent,

Subrecipient Initials WMB

Date 3/30/20

EXHIBIT C

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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) 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 (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

No 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.

- a. In accepting this award, the subrecipient—
 - i. 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
 - ii. 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

EXHIBIT C

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.

- b. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the subrecipient'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
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- c. 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.

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

The 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 subrecipient also must inform its employees, in writing (and in the predominant

EXHIBIT C

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 OVW, as appropriate) for guidance.

20. 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 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.

21. The subrecipient (subgrantees) at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice (NHDOJ) and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

22. VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the subrecipient certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

23. The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that

EXHIBIT C

VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

24. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--
 1. this award requirement for verification of employment eligibility, and
 2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. **Monitoring**
The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. **Allowable costs**
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. **Rules of construction**
 - A. **Staff involved in hiring process**
For purposes of this condition, persons "who are or will be involved in

EXHIBIT C

activities under this award" specifically includes (without limitation) any and any subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

- B. Employment eligibility confirmation with E-verify
For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

- 25. Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of

EXHIBIT C

procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

EXHIBIT C

B. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

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 subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient. The details of the subrecipient'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 subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

28. Discrimination Findings

The subrecipient 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

EXHIBIT C

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.

29. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
30. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2019-V2-GX-0050) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
31. The Subrecipient agency agrees that, should they employ a former member of the NH. Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
32. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NHDOJ.
33. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
34. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
35. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NHDOJ. If permission to

EXHIBIT C

generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

36. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the NHDOJ, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
37. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the NHDOJ, Grants Management Unit. The Single Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit.
38. Subrecipients of federal funding from the NHDOJ are required to comply with all federal regulations that relate to non-discrimination. These requirements are specified in United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54. Individuals who believe they may have been discriminated against by the NHDOJ or by an organization that receives federal funding from the NHDOJ based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a Discrimination Complaint Form found at <https://www.doj.nh.gov/grants-management/civil-rights.htm>.
39. The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the NHDOJ's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

EXHIBIT C

40. The Subrecipient, if a non-profit organization, must certify their non-profit status by submitting a statement to NHDOJ: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subrecipient has on file and available upon audit one of the following:

- A copy of the organization's 501 (c) 3 designation letter, or:
- A letter from the State of NH stating that the subrecipient is a non-profit organization operating within the state, or:
- A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status

Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit affiliate.

41. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. **The EEOP reporting tool and instructions can be found at: http://ojp.gov/about/ocr/faq_eeop.htm**

42. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from OVC. Prior approval requests require additional justification.

43. Subrecipients that directly pass through grant funding to any other entity must ensure that there is an effective system of monitoring those sub-award entities. The pass-through entity is required to monitor their sub-awards programmatic and financial compliance of the program. Pass-through entities must ensure compliance with VOCA rule 94.106 Monitoring Requirements and 2 CFR 200.331 in regards to the sub-award(s) and monitoring.

I have read and understand all 43 special provisions contained in this document:

L.B. Hayes-Snow, Executive Director

Name and Title of Authorized Representative

L.B. Hayes-Snow

3/30/20

Signature

Date

Legal Advice + Referral Center

15 Green St. Concord, NH 03301

Name and Address of Agency

EXHIBIT D

EEOP Reporting

I, L.B. Hayes-Snow [responsible official], certify that

Legal Advice + Referral Center [recipient] has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on 4/7/2020 [Date]

And that L.B. Hayes-Snow [responsible official] has completed the EEOP

training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

4/7/2020 [date]

I further certify that:

Legal Advice + Referral Center [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: L.B. Hayes-Snow

Date: 4/7/2020

EXHIBIT E

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 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 Legal Advice + Referral Center (Applicant) certifies that any funds awarded through grant number 2019-V2-GX-0050 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 Legal Advice + Referral 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: L. B. Hayes-Snow, Executive Director

Signature: 

EXHIBIT F

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

EXHIBIT F

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; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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

EXHIBIT F

Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at 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:

EXHIBIT F

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.

L.B. Hayes-Snow, Executive Director

Name and Title of Head of Agency

[Handwritten Signature]

Signature

3/30/20

Date

Legal Advice + Referral Center, 15 Green St. Concord NH

Name and Address of Agency

State of New Hampshire

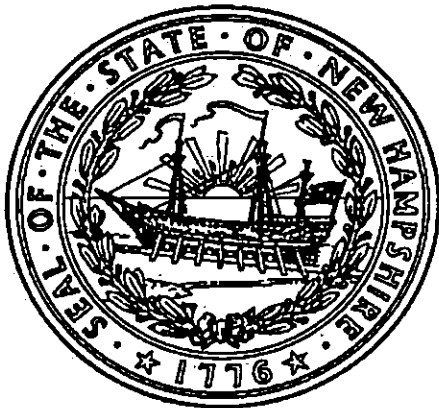
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LEGAL ADVICE AND REFERRAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 01, 1995. 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: 239384

Certificate Number: 0004886094



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Supported in part by

LEGAL ADVICE &
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LEGAL SERVICES CORPORATION

NH CAMPAIGN
FOR LEGAL SERVICES

NEW HAMPSHIRE
BAR FOUNDATION
Strengthening Justice for All



Certificate of Authority

I, George Dana Bisbee, Co-Chair of the Board of Directors for Legal Advice & Referral Center, hereby by acknowledge and certify that L. B. Hayes-Snow, Executive Director, has the authority granted by the Board of Directors to sign contracts and otherwise bind the organization with regard the VOCA grant sought and received from the new Hampshire Department of Justice.

George Dana Bisbee

4/7/20

Date



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 7, 2020

New Hampshire Department of Justice
Gordon J. MacDonald, Attorney General
33 CAPITOL ST
CONCORD NH 03301-6310

Account Information:

Policy Holder Details :	LEGAL ADVICE & REFERRAL CENTER
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2020

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 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 USI INSURANCE SERVICES LLC/PHS 04041093 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED LEGAL ADVICE & REFERRAL CENTER 15 GREEN ST CONCORD NH 03301-4020		INSURER A: Hartford Casualty Insurance Company INSURER B: Twin City Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 29424 29459

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 INSR	SUBR 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 <input checked="" type="checkbox"/> General Liability	X		04 SBA EQ5895	02/21/2020	02/21/2021	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			04 SBA EQ5895	02/21/2020	02/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	04 WEC NJ8891	02/21/2020	02/21/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER New Hampshire Department of Justice Gordon J. MacDonald, Attorney General 33 CAPITOL ST CONCORD NH 03301-6310	CANCELLATION 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 <i>Susan S. Castaneda</i>
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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 01 2000**

LEGAL ADVICE & REFERRAL CENTER INC
C/O STEVEN V CAMERINO
33 N MAIN ST
CONCORD, NH 03301-4930

Employer Identification Number:
02-0484379
DLN:
17053085782010
Contact Person:
MARK G PEARCE ID# 31181
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
January 1996
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

LEGAL ADVICE & REFERRAL CENTER INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Supported in part by

**LEGAL ADVICE &
REFERRAL CENTER**

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for Equal Justice
LEGAL SERVICES CORPORATION

NH CAMPAIGN
FOR LEGAL SERVICES

**NEW HAMPSHIRE
BAR FOUNDATION**
Strengthening Justice for All



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