State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

February 28, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Office of the Commissioner, Grants Management Unit to enter into a Memorandum of Understanding (MOU) and grant $50,000.00 to Volunteer NH! (VC 173454) for the administration and coordination of grants to local Citizen Corps Councils and/or programs identified in the MOU (copy attached). The Department of Safety will retain a grant allowable 5% management and administrative cost recovery of $2,631.58 from the total grant allocation from the U.S. Department of Homeland Security of $52,631.58. Effective upon Governor and Council approval through August 31, 2014. This is the end date of the federal grant award. Funding Source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-231010-41950000	Dept. of Safety	Office of the Commissioner	Homeland Security Grant
072-500576 Grants-Federal	Grants to Other State Agencies - Federal		
Activity code: 23HS12CC			$50,000.00

Explanation

Volunteer NH! is serving as the New Hampshire Citizen Corps Council in order to implement and administer a successful Citizen Corps program for the State. As outlined in the attached Memorandum of Understanding (MOU) between the New Hampshire Department of Safety and Volunteer NH!, Volunteer NH! will continue to carry out the administration and coordination of grants to local Citizen Corps Councils and/or programs identified in the MOU. Since 2005 Volunteer NH!, through the Citizen Corp Council, has assumed responsibility for the State's Emergency Support Function (ESF) # 15 which is a key part of the overall State response to all-hazards events under the State's Emergency Operations Plan. Volunteer NH! has held this role on behalf of the State since 2004 and received these funds for this programming directly from the Department of Homeland Security/FEMA prior to the program being rolled into the Homeland Security Grant Program in 2004. A significant part of this program is the promotion and financial support of local Community Emergency Response Teams (CERT) and all chartered or affiliated programs of Citizen Corps such as: Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Fire Corps, Neighborhood Watch, etc., per FFY 2012 Citizen Corps Program Guidance through the funding of training and essential equipment.

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

Respectfully Submitted,

John J. Barthelmes
Commissioner of Safety

Memorandum of Understanding

between

Volunteer NH! (VNH!) and NH Department of Safety (DOS)

Purpose: This Memorandum of Understanding outlines the terms and conditions under which VolunteerNH! will act as the New Hampshire Citizen Corps Council to implement a successful Citizen Corps program for the state. Citizen Corps is funded by the State Homeland Security Grant Program by the U.S. Department of Homeland Security (DHS). VolunteerNH! held this lead role prior to the merge with the Homeland Security Grant Program in FFY 2004.

Funds will be available as follows in alignment with the Federal Grant period end date:

Award Year	**Amount**	**End Date**
FFY 2012	$50,000.00	8/31/2014

Volunteer NH! will:

1. Act as New Hampshire's Citizen Corps Council (CCC) for the purpose of implementing a successful Citizen Corps program for the state. The VNH! Board of Directors will lead and oversee the CCC.

2. Volunteer NH!, through CCC, will continue to have primary responsibility of Emergency Support Function #15, Volunteer & Donations Management in FFY 2012. This is part of the State's Emergency Operations Plan. As such, Volunteer NH! will ensure the most efficient and effective recruitment and use of unaffiliated volunteers, unaffiliated organizations and unsolicited donated goods, services and monies to support the NH Emergency Response Organization prior to, during, and after incidents/emergencies requiring a state response. Volunteer NH! will:
    a. Provide overall administration, planning and management for activities associated with volunteers and donation management support annex.
    b. Assign trained personnel for duty at the State Emergency Operations Center (SEOC) upon request. Ensure position logs and mission-tasking are kept current.
    c. Ensure contact lists are kept current for all cooperating agencies and resources.
    d. Assure mutual aid agreements, Memorandums of Understanding (MOUs), and Letters of Agreement (LOAs) are maintained to fulfill Support Annex mission and purpose.
    e. Ensure participation by as requested in HSEEP-compliant drills and exercises.
    f. Ensure activities associated with Volunteers & Donations Management Support Annex are carried out to the fullest extent possible and maximize resources of the coordinating and cooperating agencies.
    g. Establishing, expanding, sustaining and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response.

3. Volunteer NH! through CCC, will act as a supporting agency for Long-Term Community Recovery and Mitigation in FFY 2012. VNH! will assist in providing the framework to

coordinate the federal, state, local government, and private sector recovery from the long-term consequences of a disaster affecting a part or all of New Hampshire. Volunteer NH! will:

a. Assist in coordinating activities among member groups/agencies within communities for activities related to long-term community recovery and mitigation.
b. Assist in dissemination of information to the public related to mitigation and recovery activities and programs.
c. Assist in coordination of early resolution of issues and delivery of assistance to minimize delay of services to individuals.
d. Help secure and disseminate funding from private sources to assist efforts within the community.

4. Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response. Allocate and disburse federal funds targeted toward the support of local Citizen Corps Councils and programs, including Citizen Emergency Response Teams (CERTs) and all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2012 Citizen Corps Program Guidance. This includes adherence to the 2012 Homeland Security Grant Program Guidance. Leverage already existing structures and mechanisms, such as Citizen Corps, for sharing information and engaging members of the Whole Community to include: for-profit and not-for-profit entities, faith based and community organizations, youth-serving and youth advocates, those that support socio-economic and diverse cultures.

5. Evaluate and approve grant applications from local Citizen Corps Councils and/or programs identified in item 4.

6. Ensure that all Citizen Corps federal Homeland Security funds designated for local programs are allocated to those programs per DHS guidelines including the limited scope of equipment eligibility (see Appendix C - "Equipment (SHSP and UASI)" of the 2012 Homeland Security Grant Program Guidance).

7. Comply with all applicable Federal terms and conditions as attached and appropriately comply with the OGO Financial Management Guide published in FFY 2006 and forwarded to Volunteering! on 2/10/06 and 6/10/08.

8. Grantees must comply with all the requirements in 44 CFR Part §13 and 2 CFR Part §215.

9. Coordinate with DOS and/or relevant federal authorities on the financial oversight of grants made for local programs in addition to administrative and reporting details. Local grantees must be made aware of grant conditions and allowable costs. Local grantees must be prepared to submit inventory logs to Volunteer NH! and DOS.

10. Provide DOS with timely reports on financial activities and the status of Citizen Corps programs in New Hampshire communities, including providing a copy of an annual

external audit, detailed closeout information for the grant in accordance with Federal and State requirements.

11. Collaborate with DOS to provide necessary training for local CERTs, all chartered or affiliated programs of Citizens Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc.
12. Develop related terrorism prevention activities including (through local councils and statewide): Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent Volunteer programs and other activities to strengthen citizen participation

13. Collaborate with DOS and/or other agencies and officials as appropriate to ensure that all federal requirements and state goals and objectives for Citizen Corps programs are being met. This includes completion of mandatory federal reporting requirements (Section VI, Programmatic Reporting Requirements of the 2012 Program Guidance), to include a detailed list of expenditures, both for Volunteer NH! and the local CERT allocations and all chartered or affiliated programs of Citizens Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2012 Citizen Corps Program Guidance, in a timely manner.

14. Provide DOS with appropriate and detailed backup documentation for all reimbursement requests in accordance with State and Federal provisions that are applicable.

15. List DOS on all publications and press releases as the administrative agency.

16. As required by FFY 2011 program guidance (Section I, Part VI, page 67) and carried over into 2012 as a Best Practice, all public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards (refer to https://www.citizencorps.gov).

17. Appropriate time tracking for the two positions will be maintained in accordance with OMB Circular A-87 and 2 C.F.R. part 255 to support allocation of time for multiple activities. Sample of time tracking sheet suggested for Executive Director percentage is attached. Provisions outlined in "DOS" item #10 must be adhered to by VolunteerNH!

18. Volunteer NH! will comply with provisions of Grant Terms and Conditions (Article XI: Reporting Subawards and Executive Compensation) on the form supplied (Sub-Recipient Information Reporting Form) and return to DOS with executed MOU.

DOS will:

1. Ensure that federal Homeland Security money allocated to New Hampshire for local Citizen Corps Councils and CERTs, all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2012 Citizen Corps

Program Guidance is transferred to VNH! in accordance with state and federal requirements upon submission of appropriate documentation from VNH!

2. Assist VNH!, as requested, in evaluating local CCC and CERT and all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2012 Citizen Corps Program Guidance proposals.

3. Assist VNH!, as requested, in evaluating the operation of local CERTs and all chartered or affiliated programs of Citizen Corps such as : VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2012 Citizen Corps Program Guidance; in providing training and planning assistance when local CERTs and all chartered or affiliated programs of Citizens Corps such as : VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2011 Citizen Corps Program Guidance are not able to meet their goals; or in terminating funding for programs that do not perform adequately within allowable parameters.

4. Coordinate with VNH! to provide training for local Citizen Corps volunteers or staff as may be appropriate.

5. Consult with VNH! to ensure that both agencies are working to effectively implement federal mandates and goals regarding the use of volunteers to promote Homeland Security and to further ensure that volunteer programs are appropriate for New Hampshire.

6. Include Volunteer NH! in Homeland Planning and Strategy discussions where appropriate and as guided by the Program Guidance.

7. Promote Citizen Corps programs with the appropriate state and local agencies and other appropriate stakeholders to encourage their help in creating Citizen Corps programs and training volunteers.

8. To defray administrative costs and as allowable per the program guidance DOS will hold the Grant allowed 5% ($2,631.58) of the FFY 2012 Grant Award total ($52,631.58) for administrative costs incurred by the DOS throughout the period of the program.

9. NH DOS will allow the advance of Payroll costs for the employees known as the Emergency Services Director and the VolunteerNH! Executive Director only if Volunteer NH! is in compliance with all terms and conditions of this award and MOU. This advance is effective upon Governor and Council approval. DOS will not advance more than one annual year of the administration salary for the Emergency Services Director or the agreed upon percentage for one annual year for the Executive Director of Volunteer NH! Appropriate time tracking for the two positions will be maintained in accordance with OMB Circular A-87 and 2 C.F.R. part 255 to support allocation of time for multiple activities. Sample of time tracking sheet suggested for Executive Director percentage is attached. Provisions outlined in item "DOS #10" must be adhered to by Volunteer NH!

10. As part of the advance of these payroll funds (above #9), Volunteer NH! will follow the provisions of Cash Management and Improvement Act of 1990 (CMIA) and Interest

requirements as attached from the DHS Financial Guide. Interest will be reported to DOS at the time of the federal Bi-annual Strategy Implementation Report (BSIR) and at grant close-out or upon reasonable request for audit or grant compliance purposes.

I agree to the terms outlined in this MOU:

Pamela Hall
Chairperson, VolunteerNH!, Board of Directors
Volunteer NH!

February 15 2013
Date

John J. Barthelmes
Commissioner
NH Department of Safety

3/5/13
Date

Approval by Attorney General (Form, Substance and Execution)

Attorney General
NH Department of Justice

3/7/2013
Date

/pum
Attachments: Federal Terms and Conditions
Time tracking sheet sample
CMIA 1990 language
Federal Debarment form
Federal Lobbying form
Acceptance of Audit Requirements form
Sub-Recipient Information Reporting Form

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

Subgrantee will comply with all Terms & Conditions attached.

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety		**1.2. State Agency Address** 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Volunteer NH!		**1.4. Grantee Address**	
1.5. Effective Date G&C Approval	**1.6. Completion Date** 8/31/2014	**1.7. Audit Date** N/A	**1.8. Grant Limitation** $50,000.00
1.9. Grant Officer for State Agency John J. Barthelmes, Commissioner, DOS		**1.10. State Agency Telephone Number** 603-223-3889	
"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. Grantee Signature 1 Pamela Hall		**1.12. Name &Title of Grantee Signor 1** Pamela Hall, Chairperson, Volunteer NH! Board of Directors	
Grantee Signature 2		**Name & Title of Grantee Signor 2** Gretchen Berger-Wabuti, Executive Director, Volunteer NH!	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13. Acknowledgment: State of New Hampshire, County of Hillsboro **, on** 2/15/13**, 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 executed this document in the capacity indicated in block 1.12.**			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) DOMENIC J. DINATALE JR., Notary Public My Commission Expires January 8, 2017			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) 3-5-13		**1.15. Name & Title of State Agency Signor(s)** John Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) **By:** **Assistant Attorney General, On:** 3/7/2013			
1.17. Approval by Governor and Council **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), 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").

Grantee Initials PH

Date 2/15/13

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.6 (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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee 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 GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee 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 seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee 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 Grantee 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 Grantee 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 Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee 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 Grantee 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 Grantee notice of termination; and

11.2.2 Give the Grantee 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 grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee 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 Grantee 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 Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee'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 Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, 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. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 Grantee 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 $2,000,000 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 Grantee.

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.

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 intend 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.

Grantee Initials PBM _____ _____

Date 2/15/13

EXHIBIT A

SCOPE OF SERVICES

Volunteer NH! will act as the New Hampshire Citizen Corps Council as detailed in the attached Memorandum of Understanding to implement a successful Citizen Corps program for the state. Citizen Corps is funded by the State Homeland Security Grant Program by the U.S. Department of Homeland Security/FEMA. Volunteer NH! has held this administrative lead role prior to the merge with the Homeland Security Grant Program in FFY 2004 and has the statewide network in place to support the Citizen Corps objectives. Since 2005, Volunteer NH! has held the lead role in the State Emergency Operations Plan – Emergency Support Function #15, Volunteer & Donations Management in FFY 2012. Volunteer NH!, through the Citizen Corps Councils, will act as a supporting agency for Long-Term Community Recovery and Mitigation.

Grantee Initials BM

Date 4/15/13

EXHIBIT B

PAYMENT TERMS

1) Payments will be made on a reimbursement basis. Copies of invoices and proof of payment will be required.

2) NH Department of Safety (DOS) will allow the advance of Payroll costs for the employees known as the Emergency Services Director and the Volunteer NH! Executive Director only if Volunteer NH! is in compliance with all terms and conditions of this award and MOU. This advance is effective upon Governor and Council approval. DOS will not advance more than one annual year of the administration salary for the Emergency Services Director or the agreed percentage for one annual year for the Executive Director of Volunteer NH! Appropriate time tracking will be maintained in accordance with OMB Circular A-87 and 2 C.F.R. part 255 to support allocation of time for multiple activities.

3) As part of the advance of these payroll funds, Volunteer NH! will follow the provisions of Cash Management and Improvement Act of 1990 (CMIA) and Interest requirements. Interest will be reported to DOS at the time of the federal Bi-Annual Strategy Implementation Report (BSIR) and at grant close-out or upon reasonable request for audit or grant compliance purposes.

Grantee Initials PSH _____ _____

Date 2/15/13

EXHIBIT C

SPECIAL PROVISIONS

Both parties agree to amending section 17.1.2 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of $1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

Grantee Initials PSH

Date 2/15/13

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2012-SS-00084-S01	***	V00018564	AWARD	W503970N,W503971N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
NH Department of Safety 33 Hazen Drive Concord, NH, 03305	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Pamela Urban-Morin	603-271-7033	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
09/01/2012	PARS	Cost Reimbursement	**From:** 09/01/2012	**To:** 08/31/2014
			Budget Period From: 09/01/2012	To: 08/31/2014

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2012-SL-SHS-1000-4101-D:W503970N $ 2,801,316.00, 2012-SL-OSG-1000-4101-D:W503971N $ 90,000.00	$0.00	$2,891,316.00	$2,891,316.00	$0.00
TOTALS			**$0.00**	**$2,891,316.00**	**$2,891,316.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) — DATE
N/A — N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title) — DATE
08/02/2012

Natalie Romanoff NATALIE ROMANOFF , Assistance Officer

Grant Terms and Conditions 2012

NOTE: The grant terms and conditions must be submitted with grant application

1. ***Allowable Costs:*** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars and the FFY 2011 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit.

2. Freedom of Information Act (FOIA): FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.

3. ***Americans with Disabilities Act of 1990 (ADA):*** The sub grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

4. Integrating Individuals with Disabilities into Emergency Planning: Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial assistance from FEMA. In addition, Executive Order #13347, "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13347 requires the Federal government to encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

   FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:

   Comprehensive Preparedness Guide 301 (CPG-301): Interim Emergency Management Planning Guide for Special Needs Populations: CPG-301 is designed to aid tribal, State, territorial, and local governments in planning for individuals with special needs. CPG-301 outlines special needs considerations for: Developing informed Plans; Assessments and Registries; Emergency Public Information/Communication; Sheltering and Mass Care; Evacuation; Transportation; Human Services/Medical Management; Congregate Settings; Recovery; and Training and Exercises. CPG-301 is available at http://www.fema.gov/pdf/media/2008/301.pdf.
   Guidelines for Accommodating Individuals with disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field. The Guidelines are available at http://www.fema.gov/oer/reference/.
   Disability and Emergency Preparedness Resource Center: A web-based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities. The "Resource Center" is available at http://www.disabilitypreparedness.gov.
   Lessons Learned Information Sharing (LLIS) resource page on Emergency Planning for Persons with Disabilities and Special Needs: This resource page provides more than 250 documents, including lessons learned, plans, procedures, policies, and guidance, on how to include citizens with disabilities and other special needs in all phases of the emergency management cycle. LLIS.gov is available to emergency response providers and homeland security officials from the Federal, State, and local levels. To access the resource page, log onto http://www.LLIS.gov and click on *Emergency Planning for Persons with Disabilities and Special Needs* under *Featured Topics.*

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5. ***Applicable Federal Regulations:*** The Sub grantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations.

6. ***Audit Requirements:*** The sub grantee agrees to comply with the requirements of OMB Circular A-133.
Audit Threshold:
   - Non-Federal entities that expend $500,000 or more in federal funds (from all sources including pass-through sub awards) in the organizational fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133.
   - Non-Federal entities that expend less than $500,000 a year in federal awards are exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials including DOS, the federal agency, and the General Accounting Office.
     Audit Due Date: Audits are due to DOS no later than nine (9) months after the close of each fiscal year during the term of the award.
     Audit Compliance: If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub grantee has not expended the amount of federal funds that would require a compliance audit.

7. ***Availability of Federal Funds:*** This grant award is contingent upon availability of federal funds approved by Congress.

8. ***Bidding Requirements:*** The sub grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including those bids in the aggregate, whose total cost is less than $5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the sub grantee's files. On any items, including those bids in the aggregate, whose total cost is $5,000 or more, bids must be submitted to DOS, if requested.

   a. Buy American Act: In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest

9. ***Bonding:*** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.

10. ***Civil Rights Compliance and Notification of Findings:*** The sub grantee will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State Court, Federal or State administrative agency, or the Sub grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Sub grantee or Contractor will forward a copy of the findings to DOS who will, in turn, submit the findings to the Department of Homeland Security and the Office of Justice Programs' Office of Civil Rights.

11. Limited English Proficiency (LEP): Recipients of FEMA financial assistance is required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, see http://www.lep.gov

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12. Ensuring Equal Treatment for Faith based Organizations: Per 28 CFR part 38 requiring State Administrative Agencies to treat these organizations the same as any other applicant or recipient. Prohibits SAA from making awards or from administering grants based upon an organization's religious character, or affiliation, religious name, or the religious composition of the Board of Directors. The regulation also prohibits faith-based organizations from using financial assistance from US DOJ to fund inherently religious activities. Additional stipulations may apply and should be referred to U.S. DOJ.

13. ***Closed-Captioning of Public Service Announcements:*** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

14. ***Compliance Agreement:*** The sub grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.

15. ***Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):*** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub grantees, contractors, subcontractors, assignees or successors.

16. ***Confidential Information:*** Any reports, information, data, etc., given to, prepared or assembled by the sub grantee under this grant (which DOS requests to be kept confidential) shall not be made available to any individual or organization by the sub grantee without prior written approval of DOS.

17. Protected Critical Infrastructure Information (PCII): The PCII Program, established pursuant to the *Critical Infrastructure Information Act of 2002* (Public Law 107-296) (CII Act), created a new framework, which enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information.

18. The recipient must promptly refer to DOJ/OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any sub recipient.

19. ***Conflict Of Interest:*** Personnel and other officials connected with this grant shall adhere to the requirements given below:
Advice: No official or employee of a state or unit of local government or of non-government grantees/sub grantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub grantees shall avoid any action which might result in, or create the appearance of the following:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;

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- Making an official decision outside official channels; and/or
- Adversely affecting the confidence of the public in the integrity of the government or the program.

20. ***Consultants:*** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of $550.00 per day. Permission for costs that exceed $550 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**

21. ***Continuation:*** The applicant agrees that if the requested project is funded continuation is not guaranteed.

22. ***Contract Requirements:*** The applicant agrees that no contract or agreement may be entered into by the sub grantee for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the sub grantee will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the sub grantee.

23. ***Data Collection:*** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

24. ***Debarment Certification:*** With the signing of the grant application, the sub grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

25. ***Deobligation of Grant Funds:*** All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.

26. ***Disclosure of Federal Participation:*** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subgrantee agrees to the following:
    - Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
    - Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

    The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of $500,000 or more.

27. ***Drug-Free Workplace Certification:*** This Certification is required by federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when DOS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

28. ***Environmental:*** Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground

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disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

29. ***Equipment:*** The subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety "

30. ***Equal Employment Opportunity:*** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under sub grants awarded pursuant to the Act governing these funds or any project, program, activity or sub grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to DOS.

31. ***Financial Responsibility:*** The financial responsibility of sub grantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
    - Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
    - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
    - The accounting system should provide accurate and current financial reporting information; and,
    - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

32. ***Fiscal Regulations:*** The applicant assures that it will comply and all its sub grantees and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2011 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.

33. ***Fraud:*** The applicant understands that whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of a sub grant or contract or other form of assistance, whether received directly or indirectly from DOS, may be fined or imprisoned or both. Whoever knowingly falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance or in any record required to be maintained, will be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any program or project underwritten in whole or in part by any subgrantee, or contract or other form of assistance, whether received directly or indirectly form DOS will be subject to the provisions of Section 371 of Title 18, United States Code.

34. ***Interest and Other Program Income:*** The applicant agrees to be accountable for all interest or other income earned by the subgrantee with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.

35. ***Interoperable Equipment:*** Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards

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36. ***Legal Action:*** The applicant agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the applicant for actions arising out of the grant, the applicant will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.

37. ***National Energy Policy:*** Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the FY 2008 DHS Appropriations Act, all FY 2008 & forward grant funds must comply with the following two requirements:
    - None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
    - None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

38. ***Non-Supplanting Agreement:*** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program.

39. ***Obligation of Grant Funds:*** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 30 calendar days before the end of the grant period.

40. ***Performance:*** This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from DOS, the subgrantee shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse DOS for payments made.

41. ***Political Activity:*** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

42. ***Project Implementation:*** The subgrantee agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant.

43. ***Property Control:*** Effective control and accountability must be maintained for all personal property. Sub grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub grantees should exercise caution in the use, maintenance, protection and preservation of such property.

    Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

    Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from DOS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to DOS immediately.

b. Property Control Record: The sub-grantee agrees to be subject to a biennial audit by NH DOS and/or its duly authorized representatives. Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent. To comply with OMB circular A-87, equipment valued over $5,000 must be inventoried and tracked

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locally and be reported to the NH Department of Safety (DOS) Grants Management Unit for 3 years or until the item carries a depreciated value of less than $100. The disposition of the equipment must be reported. DOS recommends consulting with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.

44. ***Publications:*** The subgrantee agrees that all publications created with funding under this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the NH Department of Safety - Grants Management Unit (DOS) and the United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of DOS or the U.S. Department of Homeland Security." Additionally, any publication created with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.

    The subgrantee also agrees that one copy of any such publication will be submitted to DOS to be placed on file and distributed as appropriate to other potential sub grantees or interested parties. DOS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

45. ***Records:*** The applicant will give the grantor agency or the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

46. ***Recording and Documentation of Receipts and Expenditures:*** Sub grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

47. ***Reports:*** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.

48. Final and fiscal close-out Report: The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.

49. Copyright: Except as otherwise provided in the terms and conditions of this grant, the sub-grantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (NH DOS) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or NH DOS purposes:

    a. the copyright in any work developed under this grant or through a contract under this grant; and,

    b. any rights of copyright to which a sub-grantee or subcontractor purchases ownership with grant support.

    The federal government's rights and/or NH DOS' rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

50. ***Retention of Records:*** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

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51. ***Suspension or Termination of Funding:*** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:
    - Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
    - Failure to adhere to the requirements, standard conditions or special conditions;
    - Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
    - Failure to submit reports;
    - Filing a false certification in this application or other report or document;
    - Other good cause shown.

52. ***Utilization and Payment of Grant Funds:*** Funds awarded are to be expended only for purposes and activities covered by the sub grantee's approved project plan and budget. Items must be in the sub grantee's approved grant budget in order to be eligible for reimbursement.

53. ***Utilization of Minority Businesses:*** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

54. ***Written Approval of Changes:*** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

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. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (DOS) determines to award the covered transaction, grant or cooperative agreement.

1. **Lobbying**

   As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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;

   B. 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 undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

   C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub recipients shall certify and disclose accordingly.

2. **Debarment, Suspension, and Other Responsibility Matters (Sub-Recipient)**

   As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

   1. The applicant certifies that it and its principals:

Initials PSH _____ _____

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A. Are not 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. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. **Drug-Free Workplace *(Grantees Other Than Individuals)***

As required by the Federal Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about --
   A. The dangers of drug abuse in the workplace;
   B. The grantee's policy of maintaining a drug-free workplace;
   C. Any available drug counseling, rehabilitation and employee assistance programs, and
   D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
   A. Abide by the terms of the statement; and
   B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted
   A. 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
   B. Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

2012 Article I - Financial Guidelines

The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

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A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II - Prohibition on Using Federal Funds

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article III - Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program guidance and application kit.

Article IV - Summary Description of Project

The FY 2012 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the Investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), in the amount of $2,801,316.00 and Operation Stonegarden, in the amount of $90,000.00. The following counties received Operation Stonegarden funds: Coos - $90,000. Together, these programs provide an integrated mechanism to enhance the coordination of National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article V - Federal Financial Reports (SF-425) – Required Quarterly

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

Article VI - Operation Stonegarden Program Condition

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden Funding (OPSG) provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by FEMA and or CBP/BP and or respective AOR Sector Headquarters. Each unique Operations Order will be transferred via secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ Washington, DC for review and pre-approval for Operational continuity and forwarded to FEMA

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Date _____

GPD/PGD OPSG Program Office for final review/approval. Official notification will be send via email to the respective State Administrative Agency (SAA) and CBP/BP HQ OPSG Program Coordinator Washington, DC.

Article VII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VIII - Trafficking In Persons

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
   a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   b. Procure a commercial sex act during the period of time that the award is in effect; or
   c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
   a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
      i. Associated with performance under this award; or
      ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
   a. Associated with performance under this award; or
   b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
   a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

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b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:
   a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
   b. Includes:
      i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
      ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article IX - Classified Security Condition

A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbiz/grants/index.shtm

E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

Article X - Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

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Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

4. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the
   c. subaward.

Article XI - Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.
   a. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.
   b. For subaward information, report no later than the end of the month following the month in which the obligation

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was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
   a. the total Federal funding authorized to date under this award is $25,000 or more;
   b. in the preceding fiscal year, you received-
      i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
   a. As part of your registration profile at http://www.ccr.gov.
   b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-
   a. in the subrecipient's preceding fiscal year, the subrecipient received-
      i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   a. To the recipient.
   b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   a. Subawards, and
   b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
   a. A Governmental organization, which is a State, local government, or Indian tribe;
   b. A foreign public entity;

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c. A domestic or foreign nonprofit organization;
d. A domestic or foreign for-profit organization;
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:
a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
a. Receives a subaward from you (the recipient) under this award; and
b. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
a. Salary and bonus.
b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
e. Above-market earnings on deferred compensation which is not tax-qualified.
f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Article XII - National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, here is the screening form link: (The Screening From is available at: (www.fema.gov/doc/government/grant/bulletins/info329 final screening memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at GPDEHPinfo@fema.dhs.gov for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

As a condition of the receipt of these funds:
Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:

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Date 2/15/13

Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

Equipment valued over $5,000:

To comply with OMB circular A-87, equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) – Grants Management Unit for 2 years or until the item carries a depreciated value of less than $100. The disposition of the equipment must be reported. DOS recommends consulting with local auditors for GASB-34 compliance and disposition rules governing equipment procured with Federal funds.

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

CERTIFICATION: I CERTIFY THAT I AM DULY AUTHORIZED UNDER THE STATUTES OF THE STATE OF NH TO APPLY FOR, AUTHORIZE, OR ACCEPT THE HOMELAND SECURITY GRANT FUNDS / EQUIPMENT HEREIN for my Agency.

Gretchen Berger-Wabuti

Name of Legal Authorized Official to sign *Please type or print*

Executive Director

Title *Please type or print*

Volunteer NH

Agency

117 Pleasant Street Dolloff Bldg. 4th Floor

Mailing Address

Concord NH 03301

City, State, ZIP

(603) 271-7202 (603) 271-7203

Phone: and Fax #

Gretchen@volunteernh.org

Email Address

SIGNATURE

Initials RM

Date 2/15/13

olunteer
NH

Volunteer New Hampshire
117 Pleasant Street
Dolloff Building, 4th Floor
Concord, NH 03301
603.271.7200
www.volunteernh.org

CERTIFICATE OF VOTE OF AUTHORIZATION

January 25, 2013

I hereby certify that a meeting of the Executive Board of Directors of:

Volunteer NH

duly called and held in **Concord, NH on the 25th day of January, 2013**, at which a quorum was present and acting, that on this day the Board **ratifies and accepts** the execution of a Memorandum of Understanding with the **NH Department of Safety**, for Volunteer NH to accept funding associated to the 2012 **Citizen Corps Program grant, in the state of New Hampshire.** We further certify that any of the following Volunteer NH Board of Directors Officers/employees are authorized to sign, execute, and deliver for and on behalf of the organization: **Chairperson, Vice-Chairperson, Secretary, Treasurer, or Executive Director.**

I further certify that **Gretchen Berger-Wabuti** is duly qualified as the **Executive Director of Volunteer NH** and that said vote has not been repealed, rescinded or amended.

A True Copy of the Record,

ATTEST:

On this 29 day of January 2013, before me, the undersigned Notary Public, personally appeared Gretchen Berger-Wabuti, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was drivers license, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

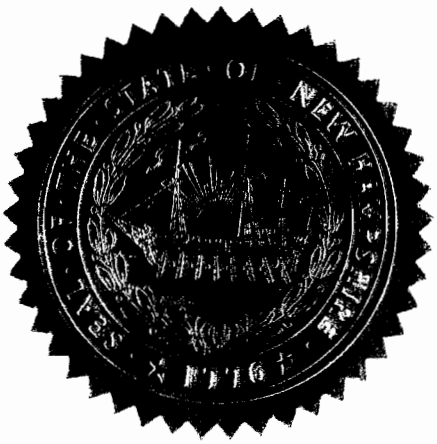
My Commission Expires:

DOMENIC J. DINATALE JR., Notary Public
My Commission Expires January 25, 2017

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 VOLUNTEER NH ! is a New Hampshire nonprofit corporation formed July 20, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of January A.D. 2013

William M. Gardner
Secretary of State

VOLUNTEER NH! BY-LAWS

ARTICLE I
PURPOSE

Section 1. Created. Volunteer NH! is a nonprofit corporation created in New Hampshire on July 20, 2000 as a result of the merger of the former Governor's Council on Volunteerism, New Hampshire Office of Volunteerism, and the New Hampshire Commission for National and Community Service.

Section 2. Purposes.
(a) Volunteer NH! is organized exclusively for the purpose of carrying out on behalf of the State of New Hampshire the objectives of the National and Community Service Trust Act of 1993, the responsibilities of the Governor's Council on Volunteerism, the New Hampshire Office on Volunteerism per Chapter 19H Chapter Law 315, and for such other charitable and educational purposes as are within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Volunteer NH! shall not participate, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of(or in opposition to) any candidate for public office.

(b) Volunteer NH! shall act on behalf of the State of New Hampshire to:
(1) Be a central site for information/referral – provide responsive, comprehensive, professional services;
(2) Promote, develop and strengthen volunteer development by providing education and training;
(3) Inspire and engage people in service through a comprehensive and powerful marketing campaign;
(4) Celebrate service innovation and achievements by providing awards, recognition events and other rewards
(5) Be New Hampshire's advocate for volunteerism at local, state and national levels;
(6) Capitalize upon, access and leverage public/private resources to ensure that our state gets the maximum benefits/impact for its volunteer goals;
(7) Conduct fundraising so as to ensure adequate financial resources to achieve the organization's programs and goals;
(8) When appropriate, as in the case of the National Service Act of 1993, manage and oversee federal, state, or other funded volunteer /service programs.

Section 3. Powers. Volunteer NH! will have the powers of a nonprofit corporation and serve as the New Hampshire Commission as per the National Service Act of 1993 regulations.

Section 4. Non-profit status. No part of the net earnings of Volunteer NH! shall inure to the benefit of any individual.

Section 5. Liquidation and Dissolution. Volunteer NH!
may be dissolved by vote of the Board. Upon the dissolution of Volunteer NH!, after the payment, satisfaction and discharge of Volunteer NH!'s liabilities and obligations, or after adequate provision is made therefor, the remaining assets of Volunteer NH! will be distributed, as determined by the Board, to such one or more organizations which at the time of the distribution are organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE II
OFFICES

Section 1. Principal office. The principal office of Volunteer NH! shall be located in the City of Concord in the State of New Hampshire. Volunteer NH! may have such other offices or places of business, either within or outside the State of New Hampshire, as the business of Volunteer NH! may require and as the Board may from time to time establish.

Section 2. Registered Office. The registered office of Volunteer NH! need not be identical to its principal office and shall initially be located at 117 Pleasant Street in the City of Concord in the State of New Hampshire. The registered office may be changed from time to time by the Board in compliance with the provisions of applicable law.

ARTICLE III
MEMBERS

SECTION 1. MEMBERSHIP. All of the powers vested by law in the members of a nonprofit corporation shall be vested in the Board.

ARTICLE IV
BOARD

Section 1. General Powers. The affairs of Volunteer NH! shall be managed by its Board as authorized under the New Hampshire Non-Profit Corporation Act.

Section 2 Number, Tenure and Qualifications.

(a) Powers shall be vested in a Board which will have 15 to 25 voting members who have demonstrated a commitment to public service. To the extent possible, membership shall be reflective of New Hampshire's diverse population in terms of race, ethnicity, age, gender, and geographic location.

(b) (1) The Governor of the State of New Hampshire shall appoint 15 to 25 voting members of the Board.
(2) Of the voting members of the Board, six will be appointed for initial terms of three years, six will be appointed for initial terms of two years, and seven will be appointed for initial terms of one year.
Other than appointments under Article I, Sections 2(b)(3)(k) and (p) below, all other appointments shall be made for terms of three years. A vacancy in the office of a Board member created other than by expiration of a term or in the office of a Chairperson shall be filled in like manner as an original appointment but only for the unexpired portion of the term. A Board member shall be eligible to succeed his or herself; however, Board members shall not be appointed to successive terms totaling more than eight years and may not return to the Board in less than one year.

(3) The Governor shall appoint 15 to 25 voting members with a minimum of one member selected from each of the following categories;

(A) an individual with expertise in the educational training and developmental needs of youth particularly disadvantaged youth; and
(B) an individual with experience in promoting the involvement of older adults (55 years old and over) in service and volunteerism; and
(C) a representative of community-based organizations within the state; and
(D) a representative of local government; and

(E) a representative of a local labor organization; and
(F) 8 representatives of for-profit businesses; and
(G) an individual between the ages of 16 and 25, inclusive, who is or has been a participant or supervisor in a service program; and
(H) a representative of a national service program; and
(I)a representative from the religious community; and
(J) a representative from the philanthropic community; and
(K) the Commissioner of Elementary and Secondary Education or his or her designee; and
(L) a representative of Post Secondary; and
(M) the Governor or his or her designee; and
(N) a member of the State Senate; and
(O) a member of the State House of representatives; and

(4) Any Board member who fails to attend three consecutive Board meetings will be notified by the chair that he will be terminated. In addition, the Board of Directors may terminate, with or without cause, the membership of any member, and shall be the final judge in all cases of membership status. In the event that a board member is terminated, the then-serving Governor of the State of New Hampshire will appoint another individual to serve in the place of the terminated Board member for the duration of his term.

(5) To the extent practicable, members of the Board shall be appointed in the manner described by the National and Community Service Act of 1990, as amended.

(6) Not more than 25 percent of the voting members of the Board may be officers and/or employees of state government, although additional state agency representatives may be appointed to the Board as non-voting members.

(7) Not more than 50 percent of the voting members of the Board plus one voting member may be from the same political party.

(8) The members of the Board will receive no compensation for their services but may be reimbursed for travel and daily expenses in the same manner as employees or other volunteers serving the state.

Section 3. Resignations. Any Board member may resign at any time by giving written notice to the Board or the Chairperson.

Section 4. Removal. Any Board member who fails to attend three consecutive Board meetings will be notified by the chair that he will be terminated; and another person will be appointed to fill that position.

Section 5. Annual Meeting. An annual meeting of the Board shall be held in the month of January in each year or at such time as shall be determined by the Board. The annual meeting shall be held for the purpose of electing officers, and for the transaction of such other business as may come before the meeting.

Section 6. Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board may designate, but not less than four times each year. The Chairperson or Secretary shall give written notice of each such meeting to each Board member at least seven(7) days in advance thereof. The Board may provide by resolution the time and place for the holding of additional regular meetings without notice other than such resolution. If mailed such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the respective Board members at the addresses listed on the records of Volunteer NH!.

Section 7. Special Meetings and notice thereof. Special meetings of the Board may be called by or at the request of the Chairperson or any two (2) Board members. The Chairperson shall fix the manner and the place for holding any special meeting of the Board. Notice of any special meeting shall be given at least five (5)

days prior thereto by written notice delivered personally, electronically or mailed to each Board member at the Board member's address setting forth the purpose for such meeting. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, addressed to the respective Board members at the addresses listed on the records of Volunteer NH!.

Section 8. Emergency Meetings. Emergency meetings of the Board may be called at any time by the Chairperson. If possible, at least one day's written or electronic notice of all such emergency meetings shall be given to each member of the Board.

Section 9. Quorum. At any meeting of the Board, 1/3 of current Board members shall constitute a quorum.

Section 10. Manner of Acting. The act or decision taken or made by the majority of the voting Board members present at a meeting duly held at which a quorum is present shall be the act of the Board, unless a greater number is required by law. Votes of the Board may be held by means of a physical meeting, a telephone conference call, or some other electronic mode or mailed communication.

Section 11. Action Without a Meeting. Any action that may be taken by the Board at a meeting may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed before or after such action by all of the Board members. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 12. Presumption of Assent. A Board member who is present at a meeting of the Board at which action on any Volunteer NH! matter is taken shall be presumed to have assented to the action taken unless the Board member's dissent shall be entered in the minutes of the meeting or unless the Board member shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Board immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

ARTICLE V
OFFICERS

Section 1. Number. The Officers of the Board shall be a Chairperson, Vice Chairperson, Secretary, Treasurer, and such assistant officers as may be deemed necessary by the Board. Any two or more offices may be held by the same person except the offices of Chairperson and Secretary.

Section 2. Election and Term of Office. The voting members of the Board will elect one of the voting members to serve as Chairperson. The Chair person will serve for a term of one year subject-to the Chairperson's continuing to be a voting member of the Board during that time. The voting members of the Board will elect a Vice Chairperson, Secretary, and Treasurer from among the voting members who will serve for terms of one year. Assistant officers, who need not be members of the Board, will be appointed by the Board to serve at the Board's pleasure. Officers may serve for up to two consecutive terms in the same position.

Section 3. Chairperson. The Chairperson shall be the principal executive officer and spokesperson of Volunteer NH! and, subject to the direction and under the supervision of the Board, shall have general charge of the business, affairs, and property of Volunteer NH!. The Chairperson will exercise control over the Board's officers, agents and employees, preside at all meetings of the Board, and shall be a member ex officio of all committees of the Board. The Chairperson shall execute, on behalf of Volunteer NH!, any deeds,

mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed. He or She shall have the authority to delegate such power of execution and signing to the Vice Chairperson except in cases where the signing and execution or delegation thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of Volunteer NH! or shall be required by law to be otherwise signed or executed. The Chairperson shall do and perform all duties incident to the office of Board member and such other duties as may be assigned to the Chairperson by these By-laws or by the Board.

Section 4. Vice Chairperson. In the absence of the Chairperson or in the event of the Chairperson's death, inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. A Vice Chairperson shall perform such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board.

Section 5. Secretary. The Secretary shall (a) keep the minutes of the proceedings of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) be custodian of Volunteer NH! records and of the seals of the organization and see that the seal is affixed to all documents the execution of which on behalf of Volunteer NH! under its seal is duly authorized; (d) keep a record of the post office address of each Board member which shall be furnished to the Secretary by such Board member; and (a) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Chairperson or by the Board.

The Secretary is authorized to enlist the services of any one or more employees of Volunteer NH! to assist the Secretary in carrying out his or her duties as herein defined.

Section 6. Treasurer. The Treasurer shall: (a) have charge or custody of and be responsible for all funds and securities Volunteer NH!; (b) receive and give receipts for monies due and payable to Volunteer NH! from any source whatsoever, and deposit all such monies in the name of Volunteer NH! in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-laws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Chairperson or by the Board. If required by the Board the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

Section 7. Removal. Any officer may be removed by vote of a majority of Board members whenever in their judgment, the best interests of Volunteer NH! will be served. Election of an officer shall not of itself create contract rights.

Section 8. Resignations. Any officer may resign at any time by giving written notice to the Chairperson or Secretary. The resignation shall take effect the date it is received by the Chairperson.

Section 9. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board in the manner prescribed in Article V, Section 2 of these By-laws. In the case of a vacancy in any of the offices specifically designated in Article V, Section 1, such vacancy shall be filled for the unexpired portion of the vacated term.

ARTICLE VI
COMMITTEES

Section 1. Committees. As the need arises, the Board, by resolution or consent, may designate and appoint ad hoc committees to advise the Board on various issues. All chairpersons of such committees will serve a term

of up to one year or until such committee's work is complete, whichever comes first. Chairs of all other committees as defined in this article shall serve at least one year. All committee chairs will be appointed by the Chairperson.

Section 2. Executive Committee. The Executive Committee will be comprised of the Officers of the Board: Chairperson, Vice Chairperson, Secretary, and Treasurer, assistant officers as may be deemed necessary by the Board and the chairs of each established committee.

Section 3. Communications Committee. The Communications Committee will serve as the conduit by which information will reach all constituencies including the general public regarding Volunteer NH! programs, accomplishments, activities, etc.

Section 4. Program Committees. Program Committees will be established for each programmatic area of Volunteer NH!. The number of committees shall be determined by the programming that reasonably can be accomplished by Volunteer NH! Each committee must have at least five persons assigned to it.

Section 5. Other Administrative Committees. Other administrative committees such as Marketing, Fundraising, Finance, etc. may be established by the Board as deemed necessary.

ARTICLE VII
EXECUTIVE DIRECTOR

The Board may appoint an Executive Director to carry out the administration of the affairs of Volunteer NH! subject to the direction of the Board. The Executive Director shall implement the policies established by the Board and perform such other duties as the Board or the Chairperson may from time to time assign. The compensation of the Executive Director will be determined by the Executive Committee of the Board.

ARTICLE VIII
CONTRACTS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board may authorize any Officer or Officers, the Executive Director, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Volunteer NH!, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, or Other similar Orders. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of Volunteer NH! shall be signed by such Officer or Officers or agent or agents of Volunteer NH! and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. Deposits. All funds of Volunteer NH! not otherwise employed shall be deposited from time to time to the credit of Volunteer NH! in such banks, trust companies, or other depositories as the Board may select.

Section 4. State Not Liable. Obligations of Volunteer NH! to pay money to any person shall not constitute a debt, liability, or obligation of the State of New Hampshire or any political subdivision thereof but shall be payable solely from the revenues and assets of Volunteer NH!.

ARTICLE IX
INDEMNIFICATION

Section 1. Authority. Each director, officer, and committee member of the corporation and his respective heirs, executors, and administrators shall be indemnified by the corporation against any cost, expense, judgement, and liability, including attorneys' fees, reasonably incurred by or imposed upon said person in connection with any action, suit, or proceeding to which he may be made a part or with which he shall be threatened, by reason of being, or having been, a director, officer, or committee member of the corporation, except:

(a) with respect to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for willful misconduct as such director, officer, or committee member;

(b) with respect to matters described in RSA 292:2, V-a as to which the articles of agreement of a voluntary corporation may not eliminate or limit the personal liability of a director or officer; and/or

(c) with respect to matters described in 45 CFR section 2250.100(b), in so far as he is finally adjudged in such action, suit, acts or omission for private gain, or any other act or omission of the scope of the service of that member.

In the event of settlement of any such action, suit, or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the corporation is advised by counsel that such director, officer, or committee member is not liable for willful misconduct as such. The foregoing right of indemnification shall be in addition to any other rights to which any director, officer, or committee member may otherwise be entitled.

Section 2. Authority to Purchase Insurance. The Board may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, employer, or agent of Volunteer NH! for the purpose of the indemnification described in Section 1 of this Article IX.

ARTICLE X
GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of Volunteer NH! shall begin on the first day of January and end on the last day of December.

Section 2. Parliamentary Authority. Meetings of the Board of Volunteer NH! shall be conducted according to "The Modern Rules of Order."

Section 3. Waiver of Notice. Whenever any notice is required to be given to any person under the provisions of these By-laws or under the provisions of applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of, any regular or special meeting of the Board need be specified in any written waiver of notice of such meeting.

Section 4. Interpretation. Whenever the context of these By-laws so dictates, (i) the singular shall include the plural and the plural shall include the singular and (ii) the masculine and feminine shall be deemed to have been used interchangeably.

Section 5. Servability. If any provision of these By-laws is held to be invalid or unenforceable, all other provisions shall nevertheless be valid and remain in full force and effect.

Section 6. Books and Records. Volunteer NH! shall keep correct and complete books and records at its principal office. Volunteer NH! shall also keep at the principal office its three most recent annual Internal Revenue Service ("IRS") informational returns, along with a copy of any tax exemption application and IRS determination letter, such documents to be available for public inspection during normal business hours.

ARTICLE XI
CONFLICTS OF INTEREST

Section 1. Board and Officer Conflicts of Interest. Any conflicts of interest that arise will be resolved as prescribed by the Corporation for National and Community Service and as delineated by New Hampshire State Law RSA 7:19, as amended, and by 45 CFR Section 2550.90.

ARTICLE XII
EXEMPTION FROM LIABILITY

A member, employee, volunteer service participant, or agent of Volunteer NH! shall have no personal liability with respect to any claim arising out of or resulting from any act or omission by such person within the scope of the service of such person. This section shall not be construed to limit personal liability for criminal acts or omissions for private gain, or any other act or omission outside the scope of the service of such person. This Section shall not be construed (i) to affect any other immunities and protections that may be available to such persons under applicable law with respect to such service, or (ii) to limit or alter in any way the immunities that are available under applicable law for officials and employees of the State of New Hampshire.

ARTICLE XIII
AMENDMENTS

These By-laws may be altered, amended, or repealed and new by-laws may be adopted by a two-thirds majority of the Board at any annual, regular, or special meeting (provided that the notice of such meeting states the proposed change in the By-laws).

Amended by-laws April, 2006

Client#: 53570 VOLUN

ACORD™ # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/13

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
Davis Towle Morrill & Everett
115 Airport Road
P O Box 1260
Concord, NH 03302-1260

CONTACT NAME:
PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co.	
INSURER B: Travelers Idemnity Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Volunteer NH!
117 Pleasant St; Dolloff Building
Concord, NH 03301

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	GENERAL LIABILITY			PHPK904072	09/01/2012	09/01/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK904072	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB5B58666212	09/01/2012	09/01/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

State of NH, Dept of Safety
33 Hazen Drive
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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Time Sheet Executive Director VolunteerNHI Key in all shaded areas.

Name

Payperiod: Start:
End:

All time should be reported in Hours

	TASK	Friday	Sat	Sun	Mon	Tues	Wed	Thurs	Friday	Sat	Sun	Mon	Tues	Wed	Thurs	
Citizen Corp.																0.0
Program:																0.0
Program:																0.0
Total Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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;

(b) 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals

(a) Are not 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) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 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, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

Check ☐ if there are workplaces on file that are not indentified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

NH Citizen Corps / Volunteer NH

2. Application Number and/or Project Name

EIN: 91-2069574

3. Grantee IRS/Vendor Number

Gretchen Berger-Waluti

4. Typed Name and Title of Authorized Representative

5. Signature

2-15-13

6. Date

Cash Management Improvement Act of 1990

The Cash Management Improvement Act (CMIA) provides the general rules and procedures for the efficient transfer of Federal financial assistance between the Federal government and the States. Under this Act, States are no longer exempt from payment of interest to the Federal government resulting from drawing down funds prior to the need to pay off obligations incurred. States must pay interest in the event that the States draw down funds before the funds are needed to pay for program expenses.

Please note: Although recipients may draw down funds up to 120 days in advance of expenditure, State grantees are still subject to the interest requirements of the CMIA and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time Federal funds are credited to a State account until the time the State pays out the funds to a subgrantee or otherwise expends for program purposes. Recipients should request funds based on an immediate cash needs basis.

Interest

Recipients and subrecipients shall minimize the time elapsing between the transfer and disbursement of funds.

1. A State, its subrecipient and any agency or instrumentality of a State, including State institutions of higher education and State hospitals, but not political subdivisions of a State (cities, towns, counties, and special districts created by State law) SHALL NOT be held accountable for interest earned on grant money pending its disbursement for program purposes. This refers to formula grant programs where subawards are made to local jurisdictions. Subrecipients under formula grant programs are held accountable for interest earned on advances.
2. Tribal organizations SHALL NOT be held accountable for interest earned pending their disbursement by such organizations.
3. All local units of government (political subdivisions of a State, including cities, towns, counties and special districts created by State law) shall account for interest earned on Federal funds. Local units of government may keep interest earned on Federal grant funds up to $100 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all Federal grant program funds received per year.
4. Nonprofit and commercial organizations shall account for interest earned on Federal funds. Nonprofit organizations may keep interest earned on Federal grant funds up to $250 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all Federal grant program funds received per year.

For G&T grants, interest earned, in excess of the amounts stated above, must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852.

For Assistance to Firefighters Grants (AFG) grants, interest should be remitted to the FEMA-Accounting Services Division, Disbursements and Receivables Branch, 500 C Street, S.W., Room 723, Washington, D.C. 20472.

ACCEPTANCE OF AUDIT REQUIREMENTS
FFY 2012 Homeland Security Grant Program

We agree to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

NH Department of Safety
Office of the Commissioner
Grants Management Unit
33 Hazen Drive
Concord, NH 03305

The following is information on the next organization-wide audit that will include this agency:

1. *Audit Period
   (Organization's fiscal or calendar year to be audited)

   Beginning: Jan 1, (date) Ending: Dec 31 (date)

2. Audit will be submitted to NH DOS Grants Management Unit by:
   (Date must be no later than the ninth month after the end of the audit period)

   Date: Sept 2013

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

NH DOS Grants Management Unit will furnish any information regarding the OMB Circular audit requirements, upon request.

FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR GRANT AWARD BEING DELAYED AND/OR CANCELLED.

Signatures: Dated 2-15-13

Program Director	Financial Officer	Pamela A Hall, Chairperson Authorized Official (per RSA 31:95b or RSA 37:6)
Gretchen Berger-Wabuti Print Name	Domenic DiNatale Print Name	PAMELA S. HALL Print Name

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

SUB-RECIPIENT INFORMATION REPORTING FORM

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

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

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name: Volunteer NH		
Address: 117 Pleasant Street Dolloff Building 4th Floor		
City: Concord	State: NH	Zip Code: 03301-3852 (9 digits required)
Sub-Recipient DUNS Number: 046680257		
Sub-Recipient MPIN Number (CCR Registration Number): Completed: ____ Yes ____ No		

Section II MUST be completed if this application seeks federal funds totaling $25,000.00 or more.

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

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards	☒ Yes	☐ No
Sub-Recipients Annual Gross Revenues Equal or Exceed $25,000,000. in Federal Awards	☒ Yes	☐ No
Sub-Recipient's 5 Most Highly Compensated Officers	Officer Names	Officer Compensation
	1. Pam Hall	0
	2. JOANNE Dowdell	0
	3. Debby Scire	0
	4. Annmarie Woods	0
	5. Dick McIntire	0
Comments		
No Officers receive Compensation		

PREPARED BY:		DATE:
Name: Gretchen Berger-Infante		2/15/2013
Title: Executive Director		
Telephone: 603-271-7202	Email: gretchen@volunteernh.org	

HS-21 (1/11)

INSTRUCTIONS ON REVERSE SIDE