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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

June 20, 2019

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

Your Excellency and Members of the Council:

Authorize the Department of Justice to enter into a grant agreement with Media Power Youth, Manchester NH, (Vendor #167350), **retroactive** to July 1, 2019, in an amount not to exceed \$100,000, to support the continued efforts and implementation of violence prevention through media literacy education programming in schools upon the approval of the Governor and Executive Council approval through June 30, 2021. 100% General Funds.

Funding is available and is contingent upon the availability and continued appropriation of funds as follows with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

02-20-20-200010-2601	Fiscal	Fiscal
Attorney General	Year	Year
073-500581, Grants to Nonprofits	2020	2021
	<u>\$50,000</u>	<u>\$50,000</u>

EXPLANATION

This request is **retroactive** because the contract paperwork was not received in hardcopy form in time to meet the deadline for the June 19, 2019 Governor and Executive Council meeting.

The NH Department of Justice is requesting approval to award funding to the non-profit organization, Media Power Youth, to support the continuation of violence prevention efforts and programming through media literacy education.

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

June 20, 2019

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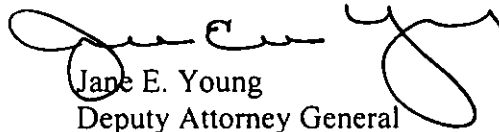
Extensive research evidence indicates that children's exposure to media violence can contribute to aggressive behavior, desensitization to violence, nightmares, and fear of being harmed. Studies have shown that media education can help to reduce violent/ aggressive behavior in children and help them develop pro-social behaviors including respect, empathy, compassion and engagement with peers, family and community.

Media Power Youth, a 501 (c)(3) organization based in Manchester, New Hampshire, provides media education using evidence-based curriculum which is available to teachers and school professionals for implementation in their schools. The grant will enable Media Power Youth to continue to provide programming in school districts. District representation includes commitments from the southeastern, southwestern, central and northern regions of the State of New Hampshire. Media Power Youth will offer training, both in person and on-line, to teachers and other education professionals on media literacy and the implementation of the curriculum.

Additionally, Media Power Youth will identify communities committed to providing a continuum of media literacy for adults and will continue to work with model communities to implement middle school, high school, community and parent programming over the grant period.

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

Respectfully submitted,



Jane E. Young
Deputy Attorney General

#2428989

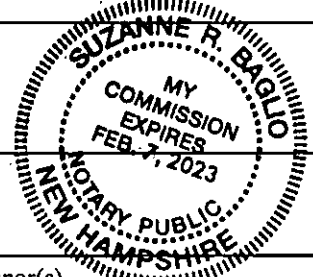
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Media Power Youth		1.4. Subrecipient Address 1245 Elm Street Manchester, NH 03101	
1.5 Subrecipient Phone # (603) 222-1200	1.6. Account Number 02-20-20-200010-2601	1.7. Completion Date June 30, 2021	1.8. Grant Limitation \$ 100,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Heather K Inyart</i>		1.12. Name & Title of Subrecipient Signor 1 Heather Inyart Executive Director	
Subrecipient Signature 2 <i>If Applicable</i> <i>[Signature]</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i> Frank B. Masmer, Jr. Bd. Chair	
1.13. Acknowledgment: State of New Hampshire, County of <i>N. Ischboro</i> on <i>6-3-19</i> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace <i>[Signature]</i>			
1.13.2. Name & Title of Notary Public or Justice of the Peace Suzanne R. Baglio - Notary Public			
1.14. State Agency Signature(s) <i>Kathleen Carr</i>		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Diane March</i> Assistant Attorney General, On: 6/24/19			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			



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

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3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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EXHIBIT A

-SCOPE OF SERVICES-

1. The Media Power Youth as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for the delivery of violence prevention education in compliance with the terms, conditions, specifications, and scope of work as outlined in the sub recipient's narrative under state solicitation.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipients are required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 3 years after the close of the project.
4. Subrecipients will be required to submit an annual application to this office for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
Thomas Kaempfer
NH Department of Justice
33 Capitol Street
Concord, NH 03301
603-271-8091 or Thomas.Kaempfer@doj.nh.gov

Initials HKI

Date 6/3/19

EXHIBIT B

State of New Hampshire P-37 Grant Agreement

-SCHEDULE/TERMS OF PAYMENT-

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

3a -The Subrecipient shall be awarded \$50,000.00 of the total Grant Limitation from 7/1/19 through 6/30/20, with approved expenditure reports. This shall be contingent on continued availability of State funds and program performance.

3b -The Subrecipient shall be awarded \$50,000.00 of the total Grant Limitation from 7/1/20 through 6/30/21, with approved expenditure reports. . This shall be contingent on continued availability of State funds and program performance.

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Date 6/3/19

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant with the terms, conditions and specifications detailed in the Media Power Youth Grant Guidelines and Special Conditions as Appendix 1 which is subject to annual review.

Initials HKI

Date 6/3/19

State of New Hampshire

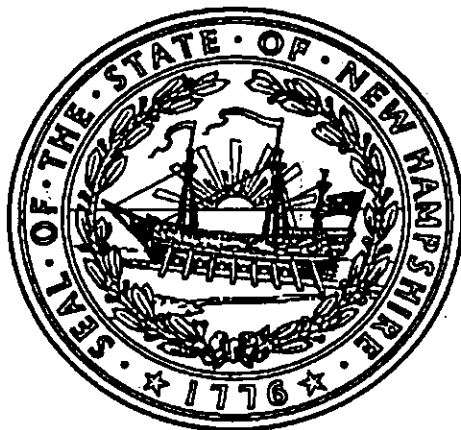
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MEDIA POWER YOUTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 28, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 574996

Certificate Number: 0004524337



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

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

William M. Gardner
Secretary of State

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6/5/19

Certificate of Authority

I, Frank B. Mesmer, Jr. President of the Board of Directors of Media Power Youth, do hereby certify that:

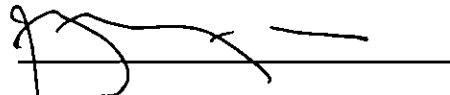
1. I am a duly elected officer of the organization Media Power Youth.

2. The following is true of the adopted slate of officers elected at a meeting of Media Power Youth held on October 17, 2016.

Resolved: That the Executive Director is hereby authorized on behalf of Media Power Youth to enter into the said contract with the State of New Hampshire - Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 3rd day of June 2019.

4. Heather Inyart is the Executive Director of Media Power Youth.

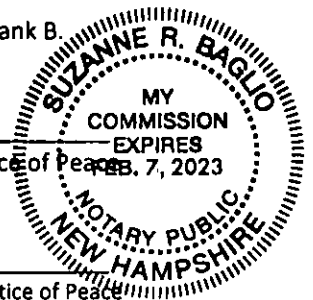


Frank B. Mesmer, Jr., Esq.
Board President, Media Power Youth

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me on June 3, 2019 by Frank B. Mesmer, Jr. Esq.

Suzanne R. Baglio
Signature of Notary Public of Justice of Peace



Name and title of Notary Public of Justice of Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2019

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

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


PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Robin McAfee, ACSR, AAI	PHONE (A/C, No, Ext): (803) 889-3218	FAX (A/C, No): (803) 845-4331
	E-MAIL ADDRESS: rmcafee@crossagency.com		
INSURED MEDIA POWER YOUTH INC DBA MEDIA POWER YOUTH 1245 ELM ST MANCHESTER NH 03101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hanover Ins Co.		22292
	INSURER B: NorGuard Ins Co		31470
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 19-20 GL, 18-19 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OHV5314878	03/18/2019	03/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Property Damage Legal \$ 300,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	MEWC960213 (3a.) NH	08/28/2018	08/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	All Officers Included under WC Coverage					

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

CERTIFICATE HOLDER State of NH Department of Justice 33 Capitol Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 21 2007

MEDIA POWER YOUTH
1245 ELM ST
MANCHESTER, NH 03101

Employer Identification Number:
26-0197349
DLN:
17053212039017
Contact Person:
YVONNE LIGGETT ID# 31296
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 28, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2011

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

6/3/19
HICZ

MEDIA POWER YOUTH

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)

6/3/19
HKT

Appendix 1
GRANT PROGRAM GUIDELINES AND CONDITIONS

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "sub-recipient"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package, if funded by state funds, will adhere to the following guidelines and conditions:

1. The sub-recipient agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.

2. The sub-recipient assures that funds received for this grant program **will not** be used to supplant state or local funds that would otherwise be available for the program's purpose, unless specific approval from the NH Department of Justice is obtained. The sub-recipient further assures that the grant funds will be expended only for purposes and activities covered by the sub-recipients approved application.

3. The sub-recipient agrees to provide information on the program supported grant funds as requested by the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the grant award period.

4. The sub-recipient authorizes representatives from the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this program. Further, the sub-recipient agrees to submit to performance monitoring visits by the New Hampshire Department of Justice on a periodic basis.

5. The sub-recipient agrees to maintain detailed time and attendance records for personnel positions partially funded with these grant funds. The sub-recipient agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with these grant funds. The NH Department of Justice may approve the expanded use of semi-annual certifications in some cases.

6. The sub-recipient agrees that all grant funds will be expended on program allowable activities. The sub-recipient must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the sub-recipient's application.

MEDIA POWER YOUTH GRANT PROGRAM

GRANT PROGRAM GUIDELINES AND CONDITIONS

7. Equipment purchased with state grant funds shall be listed by the sub-recipient on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of grant funds.

8. The sub-recipient agrees that the title to any equipment purchased with grant funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired. The NH Department of Justice may waive this requirement upon request.

9. The sub-recipient shall submit a copy of any audit reports and their management letters if completed to the New Hampshire Department of Justice, Grants Management Unit.

10. The sub-recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the state financial assistance and after a due process hearing against the sub-recipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit.

11. The sub-recipient must take reasonable steps in ensuring that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

12. The sub-recipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the sub-recipient to verify that persons employed by the sub-recipient are eligible to work in the U.S.

13. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years. All awards are based on the availability of funds and there is no guarantee of future finding.

MEDIA POWER YOUTH GRANT PROGRAM

GRANT PROGRAM GUIDELINES AND CONDITIONS

Head of Agency Heather K. Inyatt Date: 6/3/19

Financial Officer [Signature] Date: 6-3-19



Media Power Youth • Executive Director Job Description

Mission:

Media Power Youth is a New Hampshire-based nonprofit with nearly two decades of experience in media literacy education. Our mission is to provide curricula, training and workshops to build young people's media literacy knowledge and critical-thinking skills through hands-on, engaging programs. Our goal is to teach youth to consume and create media safely and responsibly, reaping all of its benefits while recognizing the influence it can have on physical and mental health, decision-making, and relationships.

Responsibilities:

Reporting to the Board of Directors, the Executive Director has overall strategic and operational responsibility for Media Power Youth's staff, programs and execution of its mission. The Executive Director also provides thought leadership on the field of media literacy to communities and institutions that support, protect and educate youth.

- Ensure ongoing local programmatic excellence
- Actively engage and energize MPY staff, board members, volunteers and partnering organizations
- Lead the development and marketing of innovative new educational curricula, products and services
- Build strong relationships at the local, regional, state and national levels
- Be a visible presence through public speaking, media and partnership building
- Manage revenue generation activities including fundraising, grant writing, donor solicitation and earned income
- Support board activities including meetings, operations and financial reporting, and strategic planning

Qualifications:

- Passion for media literacy education and its power to impact health and well-being
- Strong track record in nonprofit and/or business management including operations, coaching staff, managing budgets, and marketing
- Past success in program planning and launching new products or services
- Experience in education and public health initiatives, including violence and substance use prevention
- Knowledge of web-based product development and distribution
- Expertise in resource development including fundraising, grant writing and donor relations
- Strong interpersonal skills with the ability to engage a wide range of stakeholders
- Excellent written, oral and media communication skills
- Bachelor's degree required (master's preferred) with a minimum of 7 years of leadership

HKE
6/9/19

HEATHER KOEHLER INYART

PROFESSIONAL SUMMARY

Adaptable leader with extensive experience with both nonprofit and for-profit organizations. Strong track record of building impactful marketing, membership and revenue generating programs. Natural collaborator who inspires teamwork across diverse groups. Easily transitions from vision and strategy to hands-on implementation.

SKILLS

- Strategic planning
- Marketing campaign development
- Team leadership
- Budgeting and forecasting
- Relationship management
- Innovation and change management
- Membership sales and retention
- Event planning and execution
- Email marketing
- Social media outreach
- Website design and maintenance
- Copy writing
- Market research
- Training and facilitation

WORK HISTORY

2018 to Current

Executive Director

Media Power Youth – Manchester, NH

Leads the development and delivery of media literacy programs to educate children and families on how media and technology use impacts physical and mental well-being. Collaborates with educators, health professionals, researchers and government agencies in creating curricula to support substance misuse and violence prevention initiatives. Manages daily operations as well as resource development, strategic planning and community engagement. Member of the Prevention Task Force of the NH Governor's Commission on Alcohol and Other Drugs.

2016 to 2018

Membership and Community Relations Manager

New Hampshire Made – Epping, NH

Managed member communications and benefit programs, including social media, email marketing and business development events. Served as an NH Made ambassador, giving presentations to community groups on buying local and recruiting new members. Provided member support and educational resources for 700+ local businesses.

- Championed the evolution of annual "buy local" publication from a newspaper to a magazine. Developed a new pricing structure to absorb increased production costs and establish a new foundation for future revenue growth. Developed selling materials to entice member participation. Magazine generated a 33% increase in revenue while also creating new distribution opportunities.
- Led Membership Task Force, working collaboratively with board members to assess member benefit communication. Secured board alignment to new messaging and integrated this content across member materials. Created online Facebook forum to support member-to-member mentoring and learning opportunities.
- Launched ongoing "Member Stories" program to secure marketing assets for public relations efforts. Developed the process for submitting the materials digitally and managed their collection. These assets provided a low-cost way to deliver in-depth content to NH Made's media partners and promote member businesses.
- Managed NH Made exhibit at the Deerfield Fair (125,000 visitors annually) from application process to exhibit design. Provided onsite support for 40+ members selling their products within the exhibit. Participating members were highly satisfied, with 90% of members returning multiple years.

2014 to 2016

Marketing Director

Lindt & Sprüngli – Stratham, NH

Led 5-person team, overseeing seasonal products (annual sales: \$94 million) and new business development.

- Delivered 11% revenue growth across Christmas and Easter portfolios through new product launches, retailer specific programs and cause marketing partnership with Autism Speaks.
- Developed Lindt corporate digital strategy to drive improvements in the consumer online experience across digital marketing, e-commerce and social media.
- Led strategic planning to open new distribution channel, including opportunity evaluation, organizational readiness assessment, product portfolio development and sales material creation.
- Initiated new brand exploration, identifying potential market segments and product concepts.

HKI
6/09/19

2013 to 2014

Senior Global Business Manager, Skin Care

Energizer Personal Care – Shelton, CT

Managed global strategic planning and innovation for Hawaiian Tropic sunscreen and multi-brand shave prep portfolio (annual sales: \$429 million). 1 direct report.

- Led cross-functional team across 7 new product development initiatives, valued at \$51 million. Established financial goals, including margin requirements, cost targets and volume thresholds to guide decision making.
- Managed the development of new "Sport" product line for US market from initial positioning to final formula and package. The lead sku (SPF 30 lotion) was the best-selling new product in the category in its launch year.
- Secured alignment to new innovation strategy for Skintimate and Edge shaving prep brands. Utilized concept optimization research and technical feasibility analysis to assess potential of lead ideas.

2010 to 2013

Senior Brand Manager, Feminine Care

Energizer Personal Care – Shelton, CT

Managed Playtex feminine care global innovation pipeline and US tampon base business (annual sales: \$256 million). P&L ownership. 2 direct reports.

- Led cross-functional team in developing new Playtex Gentle Glide product upgrade from positioning to product readiness. Implementation increased dollar share in US (lead market) by one share point compared to pre-launch period, driving the Playtex franchise to a 3 year share high of 22.2%.
- Established new innovation strategy and product ideation process. The process produced 335 initial product ideas with 45 concepts selected for screening. Validated lead concepts through consumer testing.
- Created first comprehensive customer service training module for international distributors and process for managing regulatory requirements for consumer complaints. Established as a best practice within Energizer.

2006 to 2010

Brand Manager, Razors

Energizer Personal Care – Shelton, CT

Managed base business for Schick Quattro for Women razors and twin blade disposable razors (annual sales: \$116 million). P&L ownership. 1 direct report.

- Led cross-functional team in the launch of TrimStyle, the first razor and bikini trimmer in one. Created and executed multi-channel marketing plan, resulting in a 54% increase in total razor sales.
- Managed global advertising development process for Quattro for Women brand. Campaign drove 25% increase in brand awareness and 113% increase in trial.
- Initiated and led public relations agency pitch process. Selected agency delivered 240 million impressions and helped secure 4 beauty magazine awards in its first year.
- Led partnerships with the Susan G. Komen Breast Cancer Foundation and Roxy fashion brand. Developed in-store, marketing and social media programs to drive trial and strengthen brand equity.

2003 to 2006

Brand Manager, Guiltless Gourmet

The Manischewitz Company – Secaucus, NJ

Managed North America marketing and new product development (annual sales: \$11 million). 1 direct report.

- Developed and implemented integrated communication plan, including print advertising, Weight Watchers partnership, e-commerce and store displays. Execution yielded 5% increase in baseline sales.
- Expanded the brand beyond snacks, introducing dessert bowls and frozen convenience foods.
- Managed execution of natural channel trade events, including exhibit design and sampling for Natural Products Expo East and Summer Fancy Food Show.

VOLUNTEER

Portsmouth Rotary Club

FISH of Greater New Haven Food Pantry: Board Member

Junior League of Greater New Haven

EDUCATION

Bachelor of Science: Entrepreneurial Business Management, Chemical Engineering

University of Pennsylvania - Philadelphia, PA

Master of Business Administration: Marketing, Leadership and Change Management

New York University - New York, NY

HKI
6/9/19



Media Power Youth • Education Program Manager
Job Description

Open - Currently Recruiting

Mission:

Media Power Youth is a New Hampshire-based nonprofit with nearly two decades of experience in media literacy education. Our mission is to provide curricula, training and workshops to build young people's media literacy knowledge and critical-thinking skills through hands-on, engaging programs. Our goal is to teach youth to consume and create media safely and responsibly, reaping all of its benefits while recognizing the influence it can have on physical and mental health, decision-making, and relationships.

Responsibilities:

Reporting to the Executive Director, the Education Program Manager is responsible for the design, development and dissemination of media literacy education programs and training for professionals, parents, caregivers and youth

- Manage the creation and delivery of curricula and workshops from initial concept through execution
- Develop and track program evaluations
- Present at educational seminars, events and conferences
- Outreach to schools, child-care centers, public health programs and youth-serving organizations to cultivate program and training opportunities
- Collaborate with functional experts and consultants on the development of lessons plans, educational resources and website content
- Develop and facilitate online learning opportunities
- Develop community relationships to advance MPY's mission
- Write educational content for MPY website, social media, newsletter and other marketing materials
- Assist Executive Director in identifying and managing grant opportunities related to educational programming

Qualifications:

- Passion for media literacy education and its power to impact health and well-being
- Experience in education, instructional design and development of online content
- Understanding of prevention practices for at-risk behaviors and social-emotional learning approaches
- Strong communication skills both oral and written
- Working knowledge of graphic design and media production tools and software
- Experience in utilizing traditional media, social media, games and apps to enhance learning
- Some evenings may be required for implementing educational programs
- BA and/or Masters in education, teaching, health education, public health, or related experience

HKI
6/19/19

Exhibit A

FY 2020 Program Narrative for Media Power Youth - NH DOJ - Violence Prevention Initiative

Media, movies, video games, apps, YouTube influencers, and TV actors have become role models for today's youth. With cell phones and other digital devices omnipresent in our lives, young people now have 24-hour access to media content and the tools to create and share media with vast audiences. Media is a dynamic force that is having a profound effect on our culture, personal beliefs, and behaviors. It shapes our perceptions of social situations from what a healthy relationship looks like to how we resolve conflicts. It glorifies violence and substance use and is especially persuasive to children who do not have the life experience to adequately evaluate the overt and subtle messages they are constantly receiving through media from peers, for-profit companies, news outlets, community organizations, and others.

Media Power Youth (MPY) helps young people master the media literacy knowledge and critical-thinking skills needed to make healthy choices about their own behaviors and create safe, resilient communities today and down the road. MPY offers evidence-based, health-focused media literacy education to organizations, research institutions, health and prevention programs, and schools. MPY provides resources and expertise to youth-serving professionals and hosts interactive workshops that engage communities on critical health topics, including violence, cyberbullying, and substance misuse. These initiatives set students on a path to making smarter choices by teaching them to recognize the hidden agenda behind all types of media and how to construct their own positive media that reflects their beliefs and values.

Over the last 6 years with the support of the NH Department of Justice (NHDOJ), MPY has made significant strides in shaping the way children think about and use media in New Hampshire. To reduce youth violence and substance misuse, MPY provided in-person and online training for educators on *Media Literacy for Safe & Healthy Choices*, an evidence-based SAMHSA (Substance Abuse and Mental Health Services Administration) and NH Center for Excellence certified curriculum for grades 4-6. This initiative created opportunities for teachers to exchange ideas on implementation and identify resource needs for future programs. Most recently, NHDOJ funded the development of a new middle school curriculum called *Screenshots*. This curriculum builds continuity with the previous curriculum while introducing new skill challenges that reflect older students' media habits and their high consumption of social media. *Screenshots* addresses the roots of violence and substance misuse by teaching conflict resolution approaches, empathy, and strategies for managing the intense emotions that are a natural part of adolescence and are amplified through social media use.

Over the next two years with the continuation of NHDOJ support, Media Power Youth will train youth-serving professionals and families on the impact of social media on children's well-being, including behaviors such as aggression, cyberbullying, and substance misuse. This effort will include expanding distribution of the *Screenshots* curriculum as resources for middle and upper elementary schools and adapting the curriculum to less formal learning environments such as YMCAs, Boys & Girls Clubs, and after-school programs. Implementing educational programs through these less-structured settings will increase the effectiveness of violence and substance use prevention efforts by providing opportunities for training youth leaders, fostering peer-to-peer mentoring, engaging parents, and facilitating the development of social media use policies and best practices that support youth, staff, and families. Social media use almost always extends beyond a school's physical location and often occurs during activities before and after school when children have more freedom; therefore educating young people through child care centers that deliver recreation and enrichment programs in addition to school curriculum will help students build pro-social habits that are sustainable and create a culture of inclusiveness.

MPY will incorporate input from teens, educators, and staff members of youth-serving organizations to identify social media teachable moments and create online resources to support these situations such as webinars, downloadable family social media contracts, FAQ sheets, and/or role play activity guides that will help provide practical solutions on how to prevent online aggressions from escalating into cyberbullying and physical violence. MPY will continue to offer its extended online course, *Media Literacy for Safe & Healthy Choices*, at a reduced rate as a professional development training for NH-based educators seeking to build their foundational knowledge of media literacy and its role in prevention.

HKI
6/3/19

MPY will also develop a series of lessons on gaming to augment the *Screenshots* curriculum. While girls are drawn to social media as an avenue to build relationships, boys are more likely to bond through digital chats during video game play and online tournaments involving both known and unknown players. These new lessons would address how video games affect perceptions of violence, strategies game makers use to distract players and extend playing time, signs of tech addiction, and ways students can protect themselves from inappropriate content and predators.

Media content and the way it is distributed through our society are continuously evolving. The funds provided by the NHDOJ will provide MPY with the financial resources needed to adapt its curricula and training formats to this shifting landscape. Unfortunately, many of our children directly experience or witness violence and substance use in their communities. MPY's educational programs are an important asset in the prevention of both by providing opportunities to connect with young people authentically through the media they love. MPY programs are vehicles not only for cultivating positive and responsible media use, but are effective interventions in teaching young people the critical thinking and social skills they need to de-escalate conflicts before they cause harm and reversing the trend towards normalizing violence in our culture.

Subgrantee initials HKI
Date 6/3/19

Exhibit A Budget

Media Power Youth - NH DOJ

Budget Period: July 1, 2019 or Governor and Council approval (whichever is later) through July 1, 2020

Expenses		Assumptions
Personnel	\$38,750	Education Program Manager (45% time) + Executive Director (25% time)
Fringe	\$3,100	8% of salaries
Travel	\$1,100	Mileage, tolls, and parking expenses for travel to location sites where programs are implemented
Equipment	\$540	45% of total cost for laptop for presentations and educator trainings
Supplies	\$800	Educational handouts, flash drives for distributing curriculum, and office supplies
Construction	\$0	
Contracts	\$1,200	Consulting time with educational experts for curriculum development
Other	\$560	Software licensing, postage, and other administrative fees
Indirect	\$3,950	Allocation of rent, phone, insurance, legal, and IT support services (8.6% of Direct)
TOTAL	\$50,000	

Subgrantee initials HKI Date 6/3/19