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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

[redacted]

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

March 8, 2021

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the New Hampshire Department of Justice (DOJ) to amend a **sole source** contract with GENOA Group LLC, of Littleton, CO, (Vendor #173012), approved on January 27, 2016, item #49, and further approved on May 2, 2018, item #104 by increasing the price limitation by $20,200 from $194,000 to $214,200 and by extending the contract end date from April 30, 2021 to April 30, 2022, upon Governor and Executive Council approval through April 30, 2022. 100% Agency Income.

Funding is available as follows:

02-20-20-200010-8575	FY 2021
Victims Fund	
252-500806, Victim Services	$20,200

EXPLANATION

This is a second amendment to an existing **sole source contract,** with GENOA Group LLC, to upgrade a Pay Code Enhancement function to aid in complying with administrative rules and to extend the term of the contract by 12 months by lengthening the license term and support term. This is a **sole source** contract because victims of crime have an ease of applying for financial assistance with a stable victim-friendly software process that has been in place, and steadily enhanced, since 1994.

The New Hampshire Victims' Compensation Program provides financial assistance to crime victims of an eligible misdemeanor or felony crime when there are no other financial resources available. Five dedicated individuals, nominated by the Attorney General, make up the

Victims' Compensation Commission (Commission), whose responsibility is to review claims and award or deny those claims based on administrative rules and/or statutory requirements.

Three DOJ staff members process all applications, gather required data and prepare claims for review. The staff also communicate claim results to victims, answer claim-related calls, and work with mental health experts, hospitals, police departments and other victim service providers. In addition, the Victims' Compensation staff provide an address confidentiality program which allows a victim of crime to protect his/her address from the public for valid safety reasons.

Since 1994, the DOJ has been utilizing Genoa Group, LLC as the software supplier to manage victim claims. On January 27, 2016, the Governor and Executive Council approved an enhancement to the software by providing an online application for victims of crime. This allowed NH citizens a much more open and accessible system for requesting and obtaining the compensation to which they are entitled by law.

On May 2, 2018, the Governor and Executive Council approved an increase in price limitation to add a new component, which allows survivors of domestic violence, sexual assault, and stalking an opportunity to apply to the address confidentiality program online in order to keep home address information protected from public records. In addition, the address confidentiality module streamlined the program application process to make it more efficient for the applicant.

This current request will allow the DOJ to upgrade the product by adding a Pay Code Enhancement function to the internal processing software. This enhancement will greatly aid the office in complying with administrative rules by flagging claim limits through an improved interface. In addition, the one year extension, from April 30, 2021 to April 30, 2022 will lengthen the license term and support term.

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

#3079923

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT II

WHEREAS, pursuant to an Agreement approved by Governor and Council on January 27, 2016, Item # 49, and subsequently amended on May 2, 2018, Item # 104 (herein after referred to as the "Agreement"), GENOA Group, LLC (hereinafter referred to as "Vendor" or "GENOA") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Justice (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to extend the term of the contract by 12 months, by lengthening the license term and support term from April 30, 2021 to April 30, 2022;

WHEREAS, the Department and the Vendor wish to upgrade the product by adding a Pay Code Enhancement function;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $20,200 to bring the total contract price to $214,200;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Exhibit A, Section 4.1 of the Agreement (Page 7) by appending subsection F as shown in Table 1, below.

2. Amend Section 1.7 of the Agreement (Page 1) by striking 04/30/2021 and replacing that date with 04/30/2022

3. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $20,200 from $194,000 to $214,200.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT II

Table 1

Contract #2016-025 Exhibit A, Section 4.1 F.	AMENDED TEXT
	Create a Pay Code Enhancement to facilitate statutory and regulatory compliance related to CCVC: 1. Create new application enhancement for CCVC (NH) adding new alerts 2. Create ability for DOJ to add statutory and regulatory limits and reductions 3. Write users' guide and train users via Internet 4. Test and debug. Testing defined: All functions of the NHAC software application interface will be tested. GENOA will work with the users to develop functional tests once step 4 is completed. Estimated 45-60 days from Governor and Council approval to proceed depending on acceptance by the State

Table 2 CONTRACT HISTORY 2016-025

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-025	Original Contract	1-27-2016 Item # 49	4/30/2021	$160,000
2016-025 Amendment 1	1st Amendment	5-2-2018 Item # 104	4/30/2021	$34,000
2016-025 Amendment	2nd Amendment		4/30/2022	$20,200
	CONTRACT TOTAL			$214,200

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT II

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Date: 2/26/2021

William L. Ross, President

GENOA Group, LLC

Corporate Signature Notarized:

STATE OF Arizona

COUNTY OF Maricopa

On this the 26 day of Feb, 2021, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

RODNEY S OWENS
Notary Public - Arizona
Maricopa County
Commission # 554447
My Comm. Expires Nov 6, 2022

Notary Public/Justice of the Peace

My Commission Expires: 11/6/22

(SEAL)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT II

State of New Hampshire

Kathleen Carr Date: 3.2.21

Kathleen Carr, Director of Administration

Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT II

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

Jill Perlow

State of New Hampshire, Department of Justice

Date: 3/2/21

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

February 24, 2021

David A. Rienzo
Assistant Attorney General
Department of Justice
33 Capitol Street
Concord, NH 03301-6397

Dear Assistant Attorney General Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source contract with GENOA Group, Littleton Colorado, as described below and referenced as DoIT No. 2016-025B.

> The purpose of this amendment is for GENOA Group to provide enhancements to the Computerized Crime Victim Compensation (CCVC) System and to extend the contract for an additional 12 months, from April 30, 2021 to April 30, 2022, for continued support.
>
> The funding amount for this amendment is $20,200, increasing the current contract amount from $194,000 to $214,200, effective upon the date of Governor and Executive Council approval through April 30, 2022.

A copy of this letter should accompany the Department of Justice's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
Contract # 2016-025B

cc: Rebecca Bolton, DoIT

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 GENOA GROUP, LLC is a Colorado Limited Liability Company registered to transact business in New Hampshire on January 08, 2016. 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: **736956**

Certificate Number: **0005270675**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of February A.D. 2021.

William M. Gardner
Secretary of State

Certificate of Authority #4 (Limited partnership or LLC with Manager)

Limited Partnership or LLC Certification of Authority

I, William L. Ross, **hereby certify** that I am a Partner, Member or Manager of

Genoa Group LLC, a limited liability partnership under RSA 304-B or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 2/28/2021 ATTEST: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 2/25/2021

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

GREEN INSURANCE AGENCY
4 W. Dry Creek Circle Ste 200
Littleton, Co 80120

INS

CONTACT NAME:
PHONE (A/C, No, Ext): (303) 741-2886 FAX (A/C, No): (303) 794-4217
E-MAIL ADDRESS: lynda525@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: BEAZLEY INSURANCE CO	
INSURER B: Beazley Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Genoa Group, LLC
PO Box 631159

Littleton, CO 80163
(303) 662-1673

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		34 SBM PM0919 DX	04/18/2020	04/18/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional E&O			V127E1180701	04/18/2020	04/18/2021	$3,000,000 $3,000,000	EACH CLAIM Aggregate

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

It is understood and agreed that the State of NH Department of Justice is included as an Additional Insured as respects to General Liability as required by written contract per the terms and conditions of the policy.

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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APR17'18 PM 1:30 DAS 104 -am

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 17, 2018

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to accept and expend $34,000 from the Victims of Crime Act Grant (VOCA) in order to add an address confidentiality component to the victim's compensation software program upon approval of the Governor and Executive Council through June 30, 2019. 100% Federal Funds.

   Funds are to be budgeted as follows: 02-20-20-201510-5890-102-500731 – OVC Vision 21 Grant, Contracts for Program Services

Class/ Expense	Class Title	Current SFY18 Budget	Increase Amount	Revised SFY18 Budget
020-500200	Current Expense	$400	$0	$400
022-500255	Rents-Leases Other Than State	$3,553	$0	$3,553
041-500801	Audit Fund Set-Aside	$107	$0	$107
102-500731	Contracts for Program Services	$0	$34,000	$34,000
	Total	**$4,060**	**$34,000**	**$38,060**

Source of Funds				
000-400338	Federal Funds	**$4,060**	**$34,000**	**$38,060**

2. Upon approval of paragraph one, Authorize the Department of Justice to amend a **Sole Source** contract with GENOA Group LLC, of Littleton, CO, (Vendor #173012), approved on January 27, 2016, item #49 by increasing the price limitation by $34,000 from $160,000 to $194,000 upon Governor and Executive Council approval through April 30, 2021. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-5890-102-500731	FY 2018
OVC Vision 21 Grant, Contracts for Program Services	$34,000

EXPLANATION

This is an amendment to a **sole source contract** with GENOA Group LLC, to add an address confidentiality component to existing proprietary software the Department of Justice, Victims Compensation Unit is currently using to administer compensation to victims of violent crime.

The existing software system allows victims to submit claims for compensation online. The new component to this software will allow survivors of domestic violence, sexual assault, and stalking an opportunity to apply to the address confidentiality program online in order to keep home address information protected from public records. In addition, the new address confidentiality module will streamline the program application process and make it easier on the applicant.

Funding for this program is supplied by VOCA, a federal grant that funds direct services to victims of crime. In the event that federal funds are no longer available, general funds will not be requested to support this program.

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

Respectfully submitted,

Gordon J. MacDonald
Attorney General

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
GRANT AWARD

Agency Name: Department of Justice		Vendor No.:	
Program Name: Address Confidentiality Program		Amount:	$ 34,000.00
Grant Start Date:	04/01/2018	State Grant Number:	2018VOC66
Grant End Date:	06/30/2019	Federal Grant Number:	2015VAGX0007
Appropriation No.:	02-20-20-201510-5021-072-500		

Head of Agency	Project Director	Fiscal Officer
Gordon J. MacDonald Attorney General DOJ 33 Capitol St. Concord, NH 03301	Lisa Lamphere DOJ 33 Capitol St Concord, NH 03301	Kathleen Carr Director of Administration DOJ 33 Capitol St Concord, NH 03301

Federal Grant Name:	VOCA Assistance
Federal Agency:	United States Department of Justice
Bureau/Office:	Office of Justice Programs
CFDA Number:	16.575
Purpose of Grant:	Address Confidentiality Program
Program Requirements:	Adherence to Program Conditions and Guidelines.
Match Requirements:	Match must be spent on program allowable activities.
Program income Requirements:	Program Income must be reported and spent on program allowable activities.
Reporting Requirements:	Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT I

WHEREAS, pursuant to an Agreement approved by Governor and Council on January 27, 2016, Item # 49, (herein after referred to as the "Agreement"), GENOA Group, LLC (hereinafter referred to as "Vendor" or "GENOA") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Justice (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to add the ability to protect confidentiality of addresses for victims and survivors of domestic violence, sexual assault and stalking;

WHEREAS, The Vendor agrees to provide a new database designed to protect said confidentiality;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $34,000 to bring the total contract price to $194,000;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Exhibit A, Section 4.1 of the Agreement (Page 7) by appending subsection E as shown in Table 1, below.

2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $34,000 from $160,000 to $194,000.

Table 1

Contract #2016-025 Exhibit A, Section 4.1 E	AMENDED TEXT
	Create an NHAC application and SQL Server database to manage address confidentiality: 1. Create new NHAC App cloning portions of CCVC (NH) adding new screens 2. Create NHAC SQL database, security and installation files 3. Add the CCVC System modules for form letter, correspondence history and quick letters. Modify as necessary. 4. Convert/import current information into new system 5. Write users' guide and train users via Internet 6. Test and debug. Testing defined: All functions of the NHAC software application interface will be tested. GENOA will work with the users to develop functional tests once step 4 is completed.

	Estimated 45-60 days from Governor and Council approval to proceed depending on acceptance by the State

Table 2 CONTRACT HISTORY 2016-025

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-025	Original Contract	1-27-2016 Item # 49	4/30/2021	$160,000
2016-025 Amendment 1	1st Amendment		4/30/2021	$34,000
	CONTRACT TOTAL			$194,000

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT I

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Date: 2/8/18

WILLIAM L ROSS, PRESIDENT
GENOA Group LLC

Corporate Signature Notarized:

STATE OF Arizona

COUNTY OF Maricopa

On this the 8th day of February, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

My Commission Expires: 3/18/2019

(SEAL)

JOANNE M VANDERLOO
Notary Public - Arizona
Maricopa County
My Comm. Expires Mar 18, 2019

State of New Hampshire

Kathleen Carr

Date: 2-15-18

<AGENCY REPRESENTATIVE NAME, TITLE>
State of New Hampshire
<AGENCY>
Kathleen Carr, Director of Administration
Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025
CONTRACT AMENDMENT I

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

State of New Hampshire, Department of Justice

Date: 4/4/18

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 30, 2018

David A. Rienzo
Assistant Attorney General
Department of Justice
33 Capitol Street
Concord, NH 03301-6397

Dear Assistant Attorney General Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source amendment with GENOA Group to create and support the New Hampshire Address Confidentiality Program (NHACP) database, as described below and referenced as DoIT No. 2016-025A.

> The purpose of this amendment is to provide a means for the Office of Victim Compensation (OVC) to securely and reliably maintain confidential address information for victims of crime who are eligible for state-authorized compensation from public records.
>
> The funding amount for this amendment is not to exceed $34,000, increasing the current contract amount from $160,000.00 to $194,000.00, effective upon the date of Governor and Executive Council approval through April 30, 2021.

A copy of this letter should accompany the Department of Justice's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
Contract # 2016-025A

cc: Rebecca Bolton, DoIT

Certificate of Authority # 4 *(Limited partnership or LLC with Manager)*

Limited Partnership or LLC Certification of Authority

I, WILLIAM L. ROSS *(Name)*, **hereby certify** that I am a Partner, Member or Manager of GENOA GROUP LLC *(Name of Partnership or LLC)* a limited liability partnership under RSA 304-B or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired .

DATED: 4/4/2018 **ATTEST:** [signature] (Name & Title) President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/3/2018

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

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

PRODUCER
Green Insurance Agency
4 West Dry Creek Circle
Suite 200
Littleton, CO 80120

CONTACT NAME:
PHONE (AC, No, Ext) (303) 741-2886 FAX (AC, No) (303) 794-4217
E-MAIL ADDRESS: lynda525@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford Ins Co	
INSURER B: Beazley Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Genoa Group, LLC
PO Box 631159
Littleton, CO 80163
(303) 662-1673

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC OTHER:	Y		34 SBM PM0919 DX	04/18/2017	04/18/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional E&O			V127E1180701	04/18/2017	04/18/2019	$3,000,000 $3,000,000	EACH CLAIM Aggregate

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

It is understood and agreed that the State of NH Department of Justice is included as an Additional Insured as respects to General Liability as required by written contract per the terms and conditions of the policy.

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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Business Information

Business Details

Business Name:	GENOA GROUP, LLC	Business ID:	736956
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	01/08/2016	Name in State of Formation:	GENOA GROUP, LLC
Date of Formation in Jurisdiction:	01/08/2016		
Principal Office Address:	9624 Brook Hill Lane, Lone Tree, CO, 80124, USA	Mailing Address:	PO Box 631159, Littleton, CO, 80163, USA
Citizenship / State of Formation:	Foreign/Colorado		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	taxmonitor@genoagroup.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Professional, Scientific, and Technical Services. Custom Computer Programming Services.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Lamphere, Lisa
Registered Office Address:	33 Capitol Street, Concord, NH, 03301, USA
Registered Mailing Address:	Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History

Shares Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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Gov: Council
1-27-16
#49

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL

January 13, 2016

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council

REQUESTED ACTION

Authorize the Department of Justice to enter into a **Sole Source** contract with GENOA Group LLC, of Littleton, CO, in an amount not to exceed $160,000.00 to provide for upgraded software and five years of maintenance support for the administration of compensation for victims of violent crime program to be effective upon Governor and Council approval through April 30, 2021. 100% Federal Funds.

Funding is available in accounting unit 02-02-20201510-5890 entitled OVC Vision 21 grant.

FY 16	FY 17	FY 18	FY 19	FY 20	FY 21
$39,250	$13,185	$13,185	$13, 185	$13, 185	$13,185

EXPLANATION

This is a sole source contract with GENOA Group LLC, to update existing proprietary software the Department of Justice Victims Compensation Unit is currently using to administer compensation to victims of violent crime. The upgrade will allow victims online access to submit claims for compensation.

The Office of Victims Compensation has been awarded a federal grant to institute an on-line web-based program to allow victims of crime to apply for benefits and monitor the status of their claims electronically. The current application process is entirely paper-driven.

The Department of Justice currently administers such compensation claims using a software system that was designed, written and distributed by GENOA Group LLC. Pursuant to the proposed contract attached hereto, GENOA Group LLC will create software which will allow crime victims to visit a website to provide the Department of Justice with notice that a crime has occurred for which compensation may be due and to easily begin the application process. The contract, if approved, will result in the installation of GENOA Group, LLC's most recent major upgrade to the software that the Department of Justice has been using. Because this will be an upgrade to installed software that was originally created and provided by GENOA Group, LLC, this proposal is of necessity a sole source contract.

The goal is not to replace existing systems, but rather to enhance them by establishing a means by which eligible crime victims may contact and communicate with the Department of Justice in a user-friendly and immediate way. When the system is complete and fully implemented, victims of violent crime may file a claim for compensation by visiting the website:

https://www.crimevictimcompensationclaims.org/index.php?location=NH

Claim filing information is stored on an Encrypted SQL server, and will remain on this server only until it is submitted to the Department of Justice. All files to be downloaded or uploaded above are encrypted using AES-256 algorithm.

The contract with GENOA Group LLC includes a 5 year maintenance agreement for the entire system.

With the installation and application of this software, New Hampshire citizens who are victims of crime will have a much more open and accessible system for requesting and obtaining the compensation to which they are entitled by law. Accordingly, the Department seeks to enter into a contract with GENOA Group LLC as noted above.

Please let me know if you have any questions and thank you for your consideration of this request.

Respectfully submitted,

for Joseph A. Foster
Attorney General

Enclosure

#1336856

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 12, 2016

David A. Rienzo
Assistant Attorney General
Department of Justice
33 Capitol Street
Concord, NH 03301-6397

Dear Assistant Attorney General Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **Sole Source** contract with GENOA Group for upgrading the Computerized Crime Victim Compensation (CCVC) System, as described below and referenced as DoIT No. 2016-025.

> The purpose of this contract is to provide an upgrade to the data server, add the functions for the claimants to file and review claims on-line, and upload the data into the State's CCVC program. The total funding amount is not to exceed $160,000, and is effective upon the date of Governor and Executive Council approval through April 30, 2021.

A copy of this letter should accompany the Department of Justice's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/lm
Contract # 2016-025

cc: Leslie Mason, DoIT

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Justice		1.2 State Agency Address 33 Capitol Street, Concord NH 03301	
1.3 Contractor Name GENOA Group LLC		1.4 Contractor Address PO Box 261159, Littleton CO 80163	
1.5 Contractor Phone Number 303-662-1673	1.6 Account Number 02-20-20-201510-5890	1.7 Completion Date 04/30/2021	1.8 Price Limitation $160,000
1.9 Contracting Officer for State Agency Lisa Lamphere		1.10 State Agency Telephone Number 603-271-6395	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory William L. Ross, President	

1.13 Acknowledgement: State of , County of

On 1/7/16 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

FRANK S DARMO
Notary Public - Arizona
Maricopa County
My Comm. Expires Jun 3, 2016

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Kathleen Carr Date: 1/12/16	1.15 Name and Title of State Agency Signatory Director of Administration

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 12 Jan 2016

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials WV
Date 1/7/16

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor 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 Contractor notice of termination;
8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
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, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MN
Date 1/7/16

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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.

Contractor Initials IAN
Date 1/2/12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025 CONTRACT AGREEMENT

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Appendix	Supplementary material that is collected and appended at the back of a document
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
CR	Change Request
Crime Victim	A citizen eligible for compensation as a victim of violent crime pursuant to N.H. RSA 21-M:8-h, I.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate

Contractor Initials: JAN

Date: 1/7/16

	and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Key Project Staff	Personnel identified by the State and by Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Open Data Formats	A data format based on an underlying Open Standard.

Contractor Initials: _____

Date: 1/7/16

Project	The planned undertaking regarding the entire subject matter of a Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	Software and Enhancements including any Software or Software modifications developed in connection with performance of obligations under the Contract, and their associated Documentation including any and all performance enhancing operational plans and special utilities.
Software License	Licenses provided to the State under this Contract
Specifications	The written Specifications that set forth the requirements which include, without limitation, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Justice, Victims' Compensation Program 33 Capitol Street

Contractor Initials: [illegible]

Date: 1/7/16

	Concord NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.

Contractor Initials: MV

Date: 1/7/16

User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Warranty Period	A period of coverage during which Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

Contractor Initials: [illegible]

Date: 1/7/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025 CONTRACT AGREEMENT

EXHIBIT A

1. Upgrade of existing Computerized Crime Victim Compensation System ("CCVC") to be provided by GENOA Group LLC ("Contractor") for the State of New Hampshire, Department of Justice, Victim's Compensation ("State") includes server upgrade, maintenance, internet claim filing, internet claim status, payment status, and five (5) years of support for the State of New Hampshire, Department of Justice, Victim's Compensation Commission ("VCC").

2. The CCVC is proprietary software created by the Contractor that is designed to specifically manage the Crime Victim compensation claim process from claim through payment through claimant follow-up. This software has been in use by the NH Victims' Compensation Program since 2001. This update to the CCVC software system technology will improve security, increase data reporting capabilities, and expand victims' access to the compensation program. For further detail, please refer to Exhibit A-1.

   2.1. Contractor will perform this update and will specifically:
      2.1.1. Upgrade the data storage from current MS Access database to Microsoft SQL server.
      2.1.2. Add the ability for claimants to file claims on-line and for the data to upload into the State's CCVC program.
      2.1.3. Add the ability for claimants to review claim status on-line.
   2.2. Contractor shall own and hold all title and rights in any Software Deliverables. Genoa shall license the use of the Software Deliverables to the State, and the State shall use said Software Products pursuant to the reasonable terms of the Software License.
   2.3. The term of this Contract shall be from acceptance by the Governor and Council and shall run until April 30, 2021. The duties of the parties shall be as described in Section 4.1. Specifically, the development and installation of the upgraded software shall begin upon approval by the Governor and Council and be completed by April 30, 2016. Testing shall be completed by April 1, 2016. Subsequent to acceptance of the completed software, a 5-year period of support and maintenance shall begin and shall continue until the end date of the Contract set out at the beginning of this paragraph.

3. Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
   3.1. In the event either party shall detect a breach of data security, the party discovering said breach shall immediately notify the other of the breach, the date and time the breach was discovered, the date and time the breach took place (if known), and the extent that confidential data was compromised. Liability for the data breach shall rest with the party found to have failed to adequately protect the security of the data.

4. The Deliverables are set forth in the Schedule described below in Section 4.1. The State reserves the right to reject any and all Deliverables, whether the Deliverable has previously been accepted or is pending Acceptance, in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Contractor Initials: WN
Date: 1/7/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025 CONTRACT AGREEMENT

4.1 Scope of Work:

A. Upgrade CCVC (NH) to add SQL Server DBMS:
   1. Build SQL DB CCVCNH database on Contractor's test server.
   2. Copy and work with NH DoIT to add to an existing NH SQL instance (SQL Server 2008R2-2012)
   3. Work with NH DoIT to set up security model
   4. Work with NH DoIT to set up backup/disaster recovery processes
   5. Update CCVC (NH) client application to SQL server including
      a. 90+ Screens
      b. 150+ Reports/letters
   6. Convert claims, claim balances, payment processing and existing data
   7. Functionally test side-by-side with users (test on existing data)
   8. Test and debug as needed. Testing defined: All features of the current CCVC (NH) will be compared side-by-side. This includes claim filing, approval, payment processing and letter generation. GENOA will work with the users to create a checklist to verify that all features function the same in both versions.
   9. Work with NH DoIT and complete final data conversion – go live
   10. Archive existing MDB data file

Estimated delivery is 6-12 weeks from OK to proceed depending on NH DoITavailability.

Delivery Schedule

Task #	Responsibility	Est Start Date	Est Completion Date
Project Start	All	1/1/2016	
1	GENOA	1/1/2016	1/15/2016
2	NH DoIT	1/15/2016	NLT 1/31/2016
3	NH DoIT	1/15/2016	NLT 1/31/2016
4	NH DoIT	1/15/2016	NLT 1/31/2016
5	GENOA	1/1/2016	2/15/2016
6	GENOA	2/15/2016	2/22/2016
7	GENOA + NH DoIT + USERS	2/22/2016	2/26/2016
8	GENOA + USERS	2/29/2016	3/18/2016
9	GENOA + NH DoIT	3/18/2016	3/21/2016
10	GENOA + NH DoIT + USERS	3/21/2016	3/21/2016
Implementation	USERS		3/21/2016
Acceptance			4/30/2016
Completion			4/30/2016

Contractor Initials: MN

Date: 1/7/16

B. Upgrade CCVC (NH) to add Internet Claim Filing and Claimant status checks:
1. Install the NH version of claim processing on web site
2. Get user approval of functionality
3. Add links to existing NH web site
4. Debug and modify web site as necessary for Claimant experience
5. Install CCVC (NH) client modifications to provide data transfer to-from web site
6. Test and debug. Testing defined: All functions of the web site and CCVC (NH) interface will be tested. This includes application filing, claim status reporting and look up table updates. GENOA will work with the users to develop functional tests once step 2 is completed.

Estimated delivery is 6-12 weeks from Governor and Council approval to proceed depending on acceptance by the State.

Delivery Schedule

Task #	Responsibility	Est Start Date	Est Completion Date
Project Start	All	1/1/2016	
1	GENOA + USERS	1/1/2016	1/18/2016
2	GENOA + USERS	2/1/2016	2/29/2016
3	NH DoIT	2/1/2016	2/29/2016
4	GENOA + USERS	1/18/2016	2/29/2016
5	GENOA	1/18/2016	2/29/2016
6	GENOA + NH DoIT + USERS	3/1/2016	3/25/2016
Implementation	USERS		4/1/2016
Acceptance			4/1/2016
Completion			4/1/2016

C. Provide ongoing software maintenance and support.

Maintenance and Support Services Defined.

Subject to the general terms and conditions set forth below, GENOA Group LLC shall provide the following maintenance and support services for the CCVC System Software by telephone and email to the State, Monday through Friday between 8:00 a.m. and 4:30 p.m. Mountain time, excluding GENOA regularly scheduled holidays.

Scope of Services:

GENOA shall provide software support to the State only by telephone or email. Error corrections, problem resolutions and minor changes including report additions, screen and workflow enhancements and other user identified changes to the CCVC System Software are included in this Support Agreement. Remote assistance with the set up and installation of the Software is included in this Support Agreement provided that the State allows such remote support. General questions and answers from any of the State's users is included.

Excluded from Support Services.

The following items are excluded from the support contract. PC failures, crashes or issues, misuse of the software, StatePC failure causing failure with the CCVC System Software, customer modifications to the Software. State user errors are excluded from the contract. Acts of God and Fire and Vandalism are excluded from the contract. Services do not include on-site service. System engineering services of any kind and major modifications

Contractor Initials: [illegible]

Date: 1/7/16

to the Software are excluded. Services shall not be provided for any problems, defects or errors in the CCVC System Software that are caused by the State'suse of the Software in an environment, or in a manner, not approved by GENOA.

Updates:
GENOA shall provide Updates to the Software as GENOA makes such Updates available to the Customer free of charge. For purposes of this Support Agreement, "Updates" means any new releases, revisions, corrections, and changes to the Software with release numbers to the right of the decimal that designate a change.

Upgrades:
GENOA may from time to time upgrade the current version of the software to provide added functionality, new features and/or system enhancements. Upgrades to the Software are designated by changes to the numbers or letters left of the decimal. Upgrades may not be included in the support contract. When a paid Upgrade is released, Contractor will notify the State, which may accept or decline the offer to purchase the new version. Contractor will not curtail or stop support for the installed version as long as license and support are paid.

5. All Contractor correspondence and submittals shall be sent to:
   Department of Justice
   33 Capitol Street
   Concord NH 03301

6. Either party may terminate this contract for good cause shown, including but not limited to the sequestration of funds, a legislative failure to appropriate funds or otherwise at the convenience of the terminating party, with thirty days' written notice. Upon notice of termination by the State, Contractor shall immediately stop work and the parties shall then confer in good faith to wind up the project. If the termination is due to a default by either party of any terms of this agreement, the defaulting part shall have 30 days to cure said default. Should the default be cured, the parties may agree to resume work pursuant to the Contract. If the State has paid for deliverables that remain outstanding at the time of the notice of termination, Contractor shall complete work on and deliver said paid-for deliverables in a timely fashion as agreed to by the parties. If Contractor is owed payment for deliverables previously provided, the State and Contractor shall confer in good faith to arrive at mutually-agreeable date upon which the State shall remit payment for said deliverables.

7. Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

Contractor Initials: UM
Date: 1/7/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025 CONTRACT AGREEMENT

EXHIBIT A-1

SOFTWARE LICENSE

CCVC (NH) COPYRIGHT 1995-2015 GENOA GROUP LLC.

CCVC (NH) SOFTWARE WAS CREATED, IS SUPPORTED BY AND IS THE PROPERTY OF GENOA GROUP LLC. GENOA GROUP, LLC, IS THE SOLE OWNER AND PROPRIETOR OF THE CCVC SOFTWARE AND AS SUCH WARRANTS THAT IT ALONE HAS THE EXCLUSIVE RIGHT TO LICENSE, SELL, HYPOTHECATE OR OTHERWISE DISTRIBUTE THIS SOFTWARE.

GENOA Group LLC grants the NH Victims' Compensation Commission the use of the CCVC (NH) software on up to 10 computers as necessary to service the Crime Victim Compensation claim management process. This license isin effect as long as the annual Software License and Support fees are paid current. This license is not transferrable.

Contractor Initials: MN

Date: 6/7/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT 2016-025 CONTRACT AGREEMENT

EXHIBIT B

1. The Contractor shall receive payment in exchange for deliverables as described in EXHIBIT A as follows:

		Support				
Item Description CCVC System Upgrade	**Initial Cost**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
SQL Upgrade	$16,900	$3,900	$3,900	$3,900	$3,900	$3,900
SQL Maintenance By State		($2,000)	($2,000)	($2,000)	($2,000)	($2,000)
Internet Claim Filing	$13,900	$2,900	$2,900	$2,900	$2,900	$2,900
Internet Claim & Provider Status Checks	$16,900	$3,900	$3,900	$3,900	$3,900	$3,900
Credit: Remove Payment Status Checks	($8,450)	($1,950)	($1,950)	($1,950)	($1,950)	($1,950)
CCVC (NH) Annual Support		$7,900	$7,900	$7,900	$7,900	$7,900
5 Year Support & License Total:		$14,650	$14,650	$14,650	$14,650	$14,650
10% Discount for 5 Year Support		($1,465)	($1,465)	($1,465)	($1,465)	($1,465)
Website Hosting	Included					
Training and Support Documents	Included					
Subtotal	$39,250	$13,185	$13,185	$13,185	$13,185	$13,185
Grand Total	$105,175					

2. Contractor shall provide an itemized invoice upon completion of each deliverable as described in EXHIBIT A.

3. Contractor shall provide a separate itemized invoice for the prepaid 5 year maintenance and support with allowable 10% discount.

4. Payment shall be made within thirty (30) days following receipt of invoice and acceptance of the contract items to the State's satisfaction. Said payment shall be made out to the Contractor's accounts receivables address listed on the integrated financial system for the State of New Hampshire.

5. Under no conditions shall the contract price exceed as stated in form P-37, General Provisions 1.8.

Contractor Initials: [illegible]

Date: 1/7/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
Computerized Crime Victim Compensation System
CONTRACT AGREEMENT

EXHIBIT C

A. Contractor hereby certifies that he has no Employees as defined in RSA 281-A:2, IV (b)(1)(A-L), and accordingly is exempt from the requirement to provide New Hampshire workers compensation insurance.

Contractor Initials: MM

Date: 1/7/16

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 GENOA GROUP, LLC a(n) Colorado limited liability company registered to do business in New Hampshire on January 8, 2016. I further certify that it is in good standing as far as this office is concerned, having 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 13th day of January, A.D. 2016

William M. Gardner
Secretary of State

Certificate of Authority # 4 *(Limited partnership or LLC with Manager)*

Limited Partnership or LLC Certification of Authority

I, ANNE L. ROSS, hereby certify that I am a Partner, Member or Manager
(Name)
of GENOA GROUP LLC a limited liability partnership under RSA 304-B or a limited
(Name of Partnership or LLC)
liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired .

DATED: 1-11-16 ATTEST: Anne L. Ross
(Name & Title)
CFO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2016

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
GREEN INSURANCE AGENCY
4 W Dry Creek Circle Suite 200
Littleton, CO 80120

CONTACT NAME:
PHONE (A/C, No, Ext): (720) 266-6191 FAX (A/C, No): (303) 730-1024
E-MAIL ADDRESS: georgeg767@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD INSURANCE COMPANY	
INSURER B: BEAZLEY INSSURANCE COMPANY INC	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GENOA GROUP LLC
PO BOX 631159
LITTLETON, CO 80163

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y		34SBMPM0919DX	04/18/15	04/18/16	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	PROFESSIONAL E&O			V127E1150401	04/18/15	04/18/16	1,000,000 EACH CLAIM 3,000,000 AGGREGATE	

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

It is understood and agreed that State Of NH Department of Justice is included as an Additional Insured as repects to General Liability as required by written contract per the terms and conditions of the policy.

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

George W. Green

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