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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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May 23, 2023

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into subgrants with the subrecipients listed below, in an amount totaling \$4,460,035 from the American Rescue Plan Act (ARPA), for the purpose of providing direct services to victims of crime, effective upon Governor and Executive Council approval or July 1, 2023, whichever is later, through June 30, 2024. This is an allowable use of ARP FRF funds under Section 602 (c)(1) (C) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

Funds are anticipated to be available in the account 02-20-20-201510-2479, ARPA - VOCA, for Fiscal Year 2024, upon the acceptance and approval of funding in future fiscal years as follows:

Class Account	Subrecipient	Vendor #	SFY 2024 Amount
072-500575	New Hampshire Legal Assistance	154648-B001	\$747,161
072-500575	Court Appointed Special Advocates of New Hampshire, Inc.	156690-B001	\$565,347
072-500575	Catholic Charities New Hampshire	177165-B001	\$146,540
072-500575	Mary Hitchcock Memorial Hospital	177160-R001	\$280,220
072-500574	Merrimack County, New Hampshire	177435-B005	\$120,000
072-500574	Strafford County Child Advocacy Center	177478-B008	\$75,714
072-500575	Child Advocacy Center of Coos County, Inc.	177270-B006	\$119,000
072-500575	Child Advocacy Center of Carroll County	165511-B001	\$128,148
072-500575	Granite State Children's Alliance	172495-B001	\$1,136,115
072-500575	The Front Door Agency, Inc	156244-B001	\$155,000
072-500574	Coos County Attorney's Office	177270-B006	\$40,500

072-500574	Grafton County Attorney's Office	177397-B005	\$159,127
072-500574	Rockingham County Attorney's Office	177468-B004	\$50,000
072-500574	Belknap County Attorney's Office	177360-B004	\$85,226
072-500574	County of Cheshire	177372-B003	\$50,000
072-500574	City of Rochester	177467-B002	\$25,836
072-500574	Sullivan County Attorney's Office	177482-B002	\$75,551
072-500575	Victims, Inc., The Joan Ellis Victim Assistance Network	166724-B001	\$85,000
072-500575	Lakes Region Community Services Council	177251-B001	\$133,550
072-500573	University of New Hampshire	315187-B083	\$282,000
Total:			\$4,460,035

EXPLANATION

The DOJ subgrants funds, for direct victim services, from the Victims of Crime Act Grant (VOCA). VOCA was enacted by Congress in 1984 and it established the Crime Victims Fund. Fines paid by offenders of federal crimes are deposited into this Fund. Money from the Fund is then distributed to states for the benefit of victims of crime. Due to reduced criminal fines and penalty deposits into the Fund and non-prosecution agreements that divert funds for other purposes, VOCA awards have been reduced dramatically resulting in decreased subgrants to victim service providers.

At the beginning of 2023, the DOJ was granted permission by the Fiscal Committee of the General Court and the Governor and Executive Council to supplement VOCA subgrants with funds from the American Rescue Plan Act (ARPA). This will allow subrecipients to continue to provide direct services to victims of crime. Subrecipients providing services in the fields of sexual assault, domestic violence, underserved populations, and crimes against children are required to be given priority.

Subrecipients will utilize grant funds as follows:

- New Hampshire Legal Assistance will provide civil legal aid to victims of crime. Court Appointed Special Advocates of New Hampshire, Inc. provides court advocacy to victims of child abuse and neglect. The Catholic Charities New Hampshire will provide legal services to immigrant victims of crime. In addition, The Mary Hitchcock Memorial Hospital will provide direct victim services to child victims in New Hampshire to include forensic child advocacy interviews.
- The Child Advocacy Centers that include Merrimack County New Hampshire, Strafford County Child Advocacy Center, Child Advocacy Center of Coos County, Inc., Child Advocacy Center of Carroll County, and Granite State Children's Alliance will utilize funds for training and outreach to ensure court-related interviews of children are conducted consistently and with the least amount of trauma.

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- The Front Door Agency Inc. collaborates with individuals and families in crisis who need assistance and support to become self-sufficient. This funding will specifically provide the Front Door Agency with housing and self-sufficiency support to victims of domestic violence.
- The Coos County Attorney's Office, Grafton County Attorney's Office, Rockingham County Attorney's Office, Belknap County Attorney's Office, County of Cheshire, City of Rochester, and Sullivan County Attorney's Office will utilize subgrants to fund victim advocate services.
- Victims, Inc., The Joan Ellis Victim Assistance Network will provide advocacy to victims of crime, including support for DUI/DWI, assaults, and negligent homicide.
- Lakes Region Community Services Council will utilize funding to enhance their adverse childhood program, which are coordinated systems of support focused specifically on providing services to children affected by trauma as the result of crime.
- The University of New Hampshire will utilize expenses for technology enhancements for USafeUS Technology. This USafeUS phone application is used statewide by institutes of higher education to provide information and resources to victims of sexual assault in New Hampshire.

In the event that federal funds become no longer available, general funds will not be requested to support these programs.

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

Respectfully submitted,



John M. Formella
Attorney General

#4031875

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name New Hampshire Legal Assistance		1.4. Grantee Address 117 North State Street, Concord, NH 03301	
1.5 Grantee Phone # (603) 206-2210	1.6. Account Number 02-20-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$747,161
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>S. Austin</i>		1.12. Name & Title of Grantee Signor 1 Sarah Mattson Dustin, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>/s Christopher Bond</i> Assistant Attorney General, On: / / 4/25/23			
1.16. Approval by Governor and Council (if applicable)			
By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Subrecipient Initial(s): *SHD*
 Date: *4/17/20*

EXHIBIT A

-SPECIAL PROVISIONS-

New Hampshire Legal Assistance as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance

EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2024, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

Handwritten:
Initial(s): SM
Date: 4/17/22

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

SPD
4/17/23

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for civil legal services and victim advocacy provided to victims of crime including but not limited to personnel, benefits, travel, supplies, intake services contract and indirect costs.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$747,161.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

SM
4/17/23

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

(A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

- 38 Glen Avenue, Berlin, NH 03570
- 24 Opera House Square #206, Claremont, NH 03743
- 117 N. State Street, Concord, NH 03301
- 1850 Elm Street, Suite 7, Manchester, NH 03104
- 154 High Street, Portsmouth, NH 03801

Check if there are workplaces on file that are not identified here.

<u>New Hampshire Legal Assistance</u>	<u>July 1, 2023 – June 30, 2024</u>
Subrecipient Name	Period Covered by this Certification
<u>Sarah Mattson Dustin, Executive Director</u>	
Name and Title of Authorized Subrecipient Representative	
<u></u>	<u>4/17/2023</u>
Subrecipient Representative Signature	Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

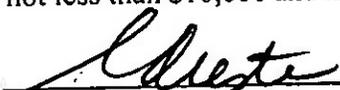
Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Subrecipient Representative Signature

Executive Director
Subrecipient's Representative Title

New Hampshire Legal Assistance
Subrecipient Name

4/17/2023
Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.



Subrecipient Representative Signature Executive Director
Subrecipient's Representative Title:

New Hampshire Legal Assistance 4/17/2023

Subrecipient Name Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 Executive Director
Subrecipient Representative Signature Subrecipient's Representative Title

New Hampshire Legal Assistance 4/17/2023
Subrecipient Name Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature]
Subrecipient Representative Signature

Executive Director
Subrecipient's Representative Title

New Hampshire Legal Assistance
Subrecipient Name

4/17/2023
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: F6YXETEA4DM5

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

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

New Hampshire Legal Assistance has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on

8/4/2021 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Sarah Mattson Dustin [official that completed training] has completed

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

8/4/2021 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

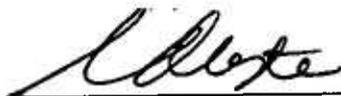
EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

 _____ Subrecipient Representative Signature	Executive Director _____ Title of Subrecipient Representative
New Hampshire Legal Assistance (Subrecipient Name) _____ Signature	4/17/2023 _____ Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63969

Certificate Number: 0006194536



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Claire Gagnon, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Legal Assistance.
(Corporation/LLC Name)

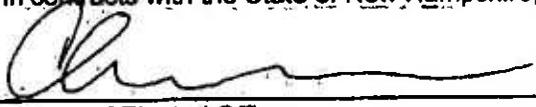
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 9, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sarah Mattson Dustin, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Legal Assistance to enter into contracts or agreements with the State
(Name of Corporation/ LLC)
of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

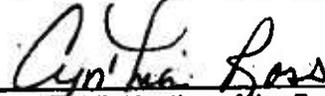
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/21/23

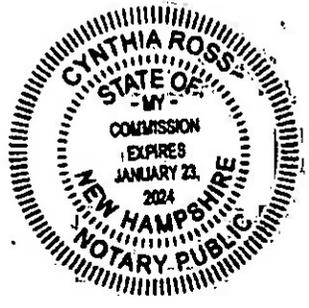

Signature of Elected Officer
Name: Claire Gagnon, CPA
Title: Treasurer

STATE OF NEW HAMPSHIRE
Shelburne Co. ss

On this 21 day of April, 2023, personally appeared Claire Gagnon, who subscribed and swore that the statements contained herein are true and accurate to the best of his/her knowledge and belief.


Notary Public/Justice of the Peace

My Commission expires: 1/03/2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2023

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: Heather Cuthbertson PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER B:</td> <td>Sequoia Ins Co</td> <td>22985</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allmerica Financial Benefit	41840	INSURER B:	Sequoia Ins Co	22985	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED New Hampshire Legal Assistance 117 N. State Street Concord NH 03301																					

COVERAGES **CERTIFICATE NUMBER:** 22-23 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			Z2VH660537	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Z2VH660537	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Z2VH660537	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWC1219985 (3a.) ME & NH	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

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

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Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

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

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

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

Dear TAXPAYER:

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

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

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

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

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

Sincerely yours,

Michele M. Sullivan

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

017451

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2022 and 2021

and

Independent Auditor's Report

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

**Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance
Required by the Uniform Guidance**

Schedule of Findings and Questioned Costs

**NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2022 and 2021**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of New Hampshire Legal Assistance, Inc. as of December 31, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Legal Assistance, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Legal Assistance, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Legal Assistance, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying combining statements of financial position and activities are presented for purposes of additional analysis and are not a required part of the financial statements. Additionally, the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of

America. In our opinion, the combining statements of financial position and activities and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 29, 2023 on our consideration of New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and compliance.

Vashon Clukey & Company, P.C.

Manchester, New Hampshire
March 29, 2023

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Financial Position
December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	\$ 1,785,771	\$ 1,536,814
Cash, restricted	15,001	13,531
Investments	765,198	800,006
Grants and contracts receivable	1,922,250	2,086,898
Contributions receivable, net	39,344	6,062
Prepaid expenses	70,931	70,245
Security deposits	<u>13,925</u>	<u>13,925</u>
TOTAL CURRENT ASSETS	<u>4,612,420</u>	<u>4,527,481</u>
NONCURRENT ASSETS:		
Contributions receivable	5,000	
Right-of-use assets	726,261	
Property and equipment, net	<u>248,731</u>	<u>215,082</u>
TOTAL NONCURRENT ASSETS	<u>979,992</u>	<u>215,082</u>
TOTAL ASSETS	<u>\$ 5,592,412</u>	<u>\$ 4,742,563</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 100,167	\$ 58,692
Accrued expenses	478,464	326,498
Deposits held for others	15,001	13,531
Refundable advances	19,516	
Current portion of lease liability	<u>124,191</u>	
TOTAL CURRENT LIABILITIES	<u>737,339</u>	<u>398,721</u>
NONCURRENT LIABILITIES:		
Lease liability	<u>602,070</u>	
TOTAL NONCURRENT LIABILITIES	<u>602,070</u>	
TOTAL LIABILITIES	<u>1,339,409</u>	<u>398,721</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	1,686,832	1,450,162
Board designated operating reserve	700,000	650,000
With donor restrictions:		
Purpose restrictions	573,616	795,725
Time restrictions for future periods	<u>1,292,555</u>	<u>1,447,955</u>
TOTAL NET ASSETS	<u>4,253,003</u>	<u>4,343,842</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,592,412</u>	<u>\$ 4,742,563</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.**Statements of Activities**

For the Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 279,700	\$ 301,408
Government grants and contracts	2,730,383	2,261,637
United Ways	17,011	16,962
Contributions - Foundations and Other	185,981	356,891
Contributions - Campaign for Legal Services	457,982	444,058
Contributions - Nonfinancial assets	100,112	118,078
Case revenue	20,866	13,941
Miscellaneous	48,677	
Investment income (loss)	(21,240)	10,324
Net assets released from donor restrictions	<u>1,867,997</u>	<u>1,555,141</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>5,687,469</u>	<u>5,078,440</u>
EXPENSES:		
Program services:		
Domestic violence project	866,917	1,053,960
Housing justice project	1,321,753	893,352
Justice in aging project	521,358	553,199
Public benefits	483,137	611,432
Immigrant justice project	314,758	223,185
Youth law project	165,783	113,561
Other civil legal services	609,040	711,968
Total program services	<u>4,282,746</u>	<u>4,160,657</u>
Supporting services:		
Fund raising	295,712	267,828
Management and general	822,341	774,899
Total supporting services	<u>1,118,053</u>	<u>1,042,727</u>
TOTAL EXPENSES	<u>5,400,799</u>	<u>5,203,384</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>286,670</u>	<u>(124,944)</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
New Hampshire Bar Foundation - IOLTA	186,250	215,292
Government grants and contracts	996,252	1,024,869
United Ways	88,579	28,960
Contributions - Foundations and Other	219,407	682,774
Net assets released from donor restrictions	<u>(1,867,997)</u>	<u>(1,555,141)</u>
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>(377,509)</u>	<u>396,754</u>
CHANGE IN NET ASSETS	(90,839)	271,810
NET ASSETS - January 1	<u>4,343,842</u>	<u>4,072,032</u>
NET ASSETS - December 31	<u>\$ 4,253,003</u>	<u>\$ 4,343,842</u>

See notes to financial statements

Program Services							Supporting Services			Combined Total
Housing Justice Project	Justice in Aging Project	Benefits Project	Immigrant Justice Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total	
\$ 760,220	\$ 282,459	\$ 310,997	\$ 186,053	\$ 108,627	\$ 393,320	\$ 2,562,606	\$ 107,991	\$ 553,340	\$ 661,331	\$ 3,223,937
59,677	22,173	24,413	14,605	8,527	31,407	201,695	8,045	43,227	51,272	252,967
143,682	53,385	58,778	35,164	20,531	74,408	484,404	21,833	100,469	122,302	606,706
55,609	20,661	22,749	13,609	7,946	28,771	187,450		49,057	49,057	236,507
7,073	2,628	2,894	1,731	1,011	3,660	23,844		3,633	3,633	27,477
15,712	4,238	3,222	1,928	1,136	2,582	34,215	23,957	6,090	30,047	64,262
13,159	4,889	5,383	5,208	1,880	6,808	48,885				48,885
103,361	56,514	37,577	38,162	11,253	40,746	356,444	500	51,498	51,998	408,442
2,976	5,166	1,475	3,290	50	269	15,345				15,345
7,048	1,443	1,913	2,206	480	1,738	18,100	1,025	3,079	4,104	22,204
7,119	2,402	2,187	2,797	764	2,766	21,699		1,878	1,878	23,577
8,724	3,242	3,569	2,135	1,247	4,514	29,409		2,237	2,237	31,646
1,264	470	517	309	181	654	4,261		726	726	4,987
2,400	1,065	987	1,224	341	1,235	8,927		355	355	9,282
110,608	53,500				6,317	210,198				210,198
13,486	3,543	2,534	3,978	433	1,568	39,492	442	887	1,329	40,821
							87,803		87,803	87,803
983	365	402	241	140	3,800	6,605	44,116	718	44,834	51,439
8,652	3,215	3,540	2,118	1,236	4,477	29,167		5,147	5,147	34,314
<u>\$ 1,321,753</u>	<u>\$ 521,358</u>	<u>\$ 483,137</u>	<u>\$ 314,758</u>	<u>\$ 165,783</u>	<u>\$ 609,040</u>	<u>\$ 4,282,746</u>	<u>\$ 295,712</u>	<u>\$ 822,341</u>	<u>\$ 1,118,053</u>	<u>\$ 5,400,799</u>

See notes to financial statements

Program Services							Supporting Services			Combined Total
Housing Justice Project	Justice in Aging Project	Benefits Project	Immigrant Justice Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Total	
\$ 551,802	\$ 338,048	\$ 406,811	\$ 145,312	\$ 75,051	\$ 437,374	\$ 2,611,225	\$ 97,819	\$ 514,581	\$ 612,400	\$ 3,223,625
39,840	24,407	29,372	10,492	5,419	31,058	188,011	7,158	50,482	57,640	245,651
92,316	56,555	68,059	24,311	12,556	71,847	435,531	16,266	96,407	112,673	548,204
36,674	23,070	27,763	9,917	5,122	33,066	178,204		51,398	51,398	229,602
5,769	3,629	4,367	1,560	806	5,202	28,033		3,548	3,548	31,581
5,759	3,623	4,360	1,557	804	5,192	27,984	22,675	4,237	26,912	54,896
8,744	5,501	6,619	2,364	1,221	7,884	42,487				42,487
66,441	41,796	50,297	17,966	9,279	59,905	322,847	890	39,712	40,602	363,449
1,088	1,350	530	3,560	409	1,743	14,227				14,227
3,661	2,303	2,771	990	511	3,301	17,789	1,000	1,292	2,292	20,081
4,157	2,615	3,147	1,124	581	3,748	20,200	50	1,938	1,988	22,188
5,568	3,502	4,215	1,506	778	4,999	27,035		1,888	1,888	28,923
831	523	629	225	116	749	4,038		643	643	4,681
1,812	1,140	1,371	490	253	1,634	8,804				8,804
64,830	43,143				3,096	173,356				173,356
3,238	1,477	499	1,589	540	2,307	18,771	90	299	389	19,160
							94,319		94,319	94,319
822	517	622	222	115	741	3,993	27,561	2,497	30,058	34,051
					38,122	38,122		5,977	5,977	44,099
<u>\$ 893,352</u>	<u>\$ 553,199</u>	<u>\$ 611,432</u>	<u>\$ 223,185</u>	<u>\$ 113,561</u>	<u>\$ 711,968</u>	<u>\$ 4,160,657</u>	<u>\$ 267,828</u>	<u>\$ 774,899</u>	<u>\$ 1,042,727</u>	<u>\$ 5,203,384</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (90,839)	\$ 271,810
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	34,314	44,099
Reduction in carrying amount of right-of-use assets	161,478	
Unrealized losses in investments	34,808	
Net effect of changes in:		
Grants and contracts receivable	170,637	(331,547)
Contributions receivable, net	(44,271)	6,660
Prepaid expenses	(686)	(62,422)
Security deposits		(75)
Accounts payable	41,475	(24,394)
Accrued expenses	151,966	25,673
Deposits held for others	1,470	(19,892)
Refundable advances	19,516	
Lease liability	(161,478)	
Net cash provided (used) by operating activities	<u>318,390</u>	<u>(90,088)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(67,963)	(7,395)
Purchase of investments		(450,006)
Net cash provided (used) in investing activities	<u>(67,963)</u>	<u>(457,401)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net cash provided (used) for financing activities	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	250,427	(547,489)
CASH AND EQUIVALENTS - January 1	<u>1,550,345</u>	<u>2,097,834</u>
CASH AND EQUIVALENTS - December 31	<u>\$ 1,800,772</u>	<u>\$ 1,550,345</u>
Non-Cash Supplemental Disclosures:		
In-kind donations received	\$ 100,112	\$ 118,078
In-kind expenses	\$ (100,112)	\$ (118,078)
Right-of-use assets upon ASC 842 implementation:		
Operating leases	\$ 887,739	
Supplemental Disclosure of Cash Flow Information:		
Operating cash outflows from operating leases	\$ (194,354)	

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2022 and 2021

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. (NHLA) is a non-profit organization incorporated in 1971. NHLA provides civil legal aid, working alongside clients who have low income and need help with legal problems impacting basic human needs. Services range from basic legal information, to personalized legal advice, to representation in all of New Hampshire's courts and before many local, state, and federal administrative agencies. NHLA offers the following program services.

Domestic Violence Advocacy Project

The Domestic Violence Advocacy Project (DVAP) provides holistic civil legal services to victims and survivors of domestic violence, stalking, human trafficking, and sexual assault. DVAP advocates primarily represent victims and survivors seeking protective orders and related family law relief (such as divorce and parenting rights).

Housing Justice Project and Other Housing Work

The Housing Justice Project (HJP) focuses on preventing homelessness by working alongside clients to preserve their housing or access to safe and affordable housing options. The HJP handles evictions and other cases involving Section 8 vouchers and federally assisted housing, property taxes, mobile home parks, and dangerous housing conditions (such as childhood lead poisoning). Through the Fair Housing Project, NHLA investigates complaints of housing discrimination and represents people who are victims of housing discrimination. NHLA works with homeowners facing foreclosure and property tax delinquency. The Energy and Utility Justice Project represents clients with issues related to utility disconnections and arrears and problems accessing assistance programs such as the Electric Assistance Program, the Weatherization Assistance Program, the Fuel Assistance Program, and energy efficiency programs.

Benefits Project

The Benefits Project helps individuals with disabilities obtain Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), and Aid to the Permanently and Totally Disabled (APTD) benefits and access quality health care through the Medicaid and Medicare programs. Benefits Project advocates also represent individuals and families with other assistance programs, such as the Supplemental Nutrition Assistance Program (SNAP, formerly the Food Stamp Program), various cash benefits programs, unemployment insurance, and municipal welfare programs.

Justice in Aging Project

NHLA provides legal services to older adults (persons age 60 or older) through the Justice in Aging Project (JIA Project, formerly known as the Senior Law Project). JIA Project advocates assist older adults with a variety of civil legal problems including illegal and abusive debt collection practices, financial exploitation, long-term care resident rights, public and private housing problems, and denial of government benefits and health care.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

Youth Law Project

NHLA's Youth Law Project (YLP) serves children and adolescents who are at risk of involvement with the juvenile legal system and need civil legal help to access services necessary to graduate from high school. YLP advocates work primarily on special education and school discipline issues.

Immigrant Justice Project

The Immigrant Justice Project (IJP) provides immigration legal services. IJP advocates focus on cases in which a person is eligible for asylum or other humanitarian immigration relief, as well as cases involving relief for victims of crime, including children. Through our Removal Defense Project, the IJP has a special emphasis on working with clients who are facing removal and detained by Immigration and Customs Enforcement.

Accounting Policies

The accounting policies of New Hampshire Legal Assistance, Inc. (the 'Entity'), conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2022</u>	<u>2021</u>
As presented on the Statements of Financial Position -		
Cash and equivalents	\$ 1,785,771	\$ 1,536,814
Cash, restricted	<u>15,001</u>	<u>13,531</u>
	<u>\$ 1,800,772</u>	<u>\$ 1,550,345</u>

Investments

Investments, which consist of brokered certificates of deposit, are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest income, and unrealized gains and losses, less external and direct internal investment expenses.

Contributions Receivable

Unconditional promises to give (pledges) are recorded as received and are considered available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as net assets with donor restrictions, for either time or purpose. Unconditional promises to give due in the next year are reflected as current promises to give and are recorded as their fair value. Unconditional promises to give due in subsequent years are reflected as long-term promises to give and are recorded at the present value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional.

Contributions receivable at December 31, 2021 are current and expected to be collected within one year. Contributions receivable at December 31, 2022 are expected to be collected as follows:

Year Ended <u>December 31,</u>	
2023	\$ 40,650
2024	<u>5,000</u>
	<u>\$ 45,650</u>

Bad Debts

The Entity uses the reserve method for accounting for bad debts. It is the Entity's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Contributions receivable at December 31, 2022 and 2021 are recorded net of an allowance for uncollectible pledges of \$1,750.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

Property and Equipment

Property and equipment is recorded at cost for purchased items and at fair value for donated items as of the date of donation. Property and equipment is summarized as follows:

	<u>2022</u>	<u>2021</u>
Land	\$ 10,000	\$ 10,000
Work in Progress	42,029	
Building and improvements	484,233	474,993
Leasehold improvements	2,050	2,050
Equipment	309,447	298,639
	<u>847,759</u>	<u>785,682</u>
Less: Accumulated Depreciation	<u>(599,028)</u>	<u>(570,600)</u>
	<u>\$ 248,731</u>	<u>\$ 215,082</u>

Depreciation is computed using the straight-line method covering estimated three to ten-year lives for equipment, seven to forty-year lives for the building and improvements, and over the life of the related lease for leasehold improvements. Expenditures for repairs and maintenance are expensed when incurred and betterments with a useful life in excess of three years are capitalized.

Depreciation expense for the years ending December 31, 2022 and 2021 was \$34,314 and \$44,099, respectively.

Deposits Held for Others

Deposits held for others consist of funds that are held for the express purpose of third-party individuals and organizations and are therefore not available to support the Entity's own programs.

Leases

The Entity leases office space (operating lease) in various locations across the State of New Hampshire. The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and an operating lease liability on the balance sheet.

ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The operating leases did not provide an implicit interest rate, therefore the Entity uses their incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

Revenue and Revenue Recognition

The Entity recognizes contributions when cash is received. Special events, donations, and other income are recorded as revenues as received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Entity also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Entity has incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statements of financial position. Due to fixed price contracts, at any time the Entity may receive amounts in advance of qualifying expenditures, in which case, the amount is recorded as a refundable advance liability.

Case Revenue

The Entity receives a regular stream of case revenue from fees in Social Security and SSI disability cases. These fee awards must be approved by the Social Security Administration Administrative Law Judge. From time to time the Entity also receives larger attorney fee awards in individual and class action cases. These class action fee awards are episodic, and it is not possible to predict in advance their amounts or the dates they will be received. Accordingly, case revenue is recognized when cash is received.

Donated Services

The Entity receives donated professional services from a variety of part-time volunteers and interns in the form of administrative assistance, as well as paralegal and legal services. The estimated fair value of these donations is recorded as revenue and expenses in the statements of activities.

Fund Raising Activities

Fund raising expenses represent the allocated costs of the Campaign for Legal Services (See Note 15). Distributions of campaign donations to the Entity's campaign partner agency have been included as fundraising expense because the Entity has an agreement to distribute these funds. These are not typical, out-of-pocket operating expenses of the Entity.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include payroll taxes, employee benefits, occupancy, office supplies and expenses, postage, equipment rental and maintenance, communications, professional library, insurance, dues and fees, contract services, travel, and depreciation, which are allocated on the basis of time and effort, as noted previously.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of December 31, 2022 or 2021 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Fair Value of Financial Instruments

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

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

NOTE 2--ADOPTION OF ACCOUNTING STANDARDS

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, *Leases*) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Entity adopted the standard effective January 1, 2022, and recognized and measured leases existing at, or entered into after, January 1, 2022 (the beginning of the period of adoption) through a cumulative effect adjustment, with certain practical expedients available. Lease disclosures for the year ended December 31, 2021, are made under prior lease guidance in FASB ASC 840.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

As a result of the adoption of the new lease standard, the Entity recognized operating right-of-use assets and a lease liability of \$887,739. The lease liability represents the present value of the remaining lease payments discounted using the Entity's incremental borrowing rate of 3.75%. There was no cumulative effect adjustment to the opening balance of net assets required.

NOTE 3--LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Financial assets in excess of daily cash requirements are invested in brokered certificates of deposit.

The following table reflects the Entity's financial assets as of December 31, 2022 and 2021, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. Amounts not available include the board designated operating reserve. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserves could be drawn upon through board resolution. The Entity has a \$500,000 line of credit available to meet cash flow needs if needed.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	<u>2022</u>	<u>2021</u>
Cash and equivalents	\$ 1,785,771	\$ 1,536,814
Investments	765,198	800,006
Grants and contracts receivable	1,922,250	2,086,898
Contributions receivable, net	44,344	6,062
Total Financial Assets	<u>4,517,563</u>	<u>4,429,780</u>
Less:		
Noncurrent contributions	(5,000)	-
Net assets with donor restrictions	(1,866,171)	(2,243,680)
Board designated operating reserve	<u>(700,000)</u>	<u>(650,000)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 1,946,392</u>	<u>\$ 1,536,100</u>

NOTE 4--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains bank deposits at financial institutions with local branches located in New Hampshire. The Entity's cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000 for all cash checking and sweep accounts. The Entity has entered into agreements with the financial institutions to move funds in excess of FDIC limits into insured cash sweep accounts. Funds held in the insured cash sweep accounts are placed into FDIC insured deposit accounts with other financial institutions throughout the United States. As of December 31, 2022 and 2021, the Entity's bank deposits were fully insured.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

NOTE 5--INVESTMENTS

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Entity has the ability to access at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in markets that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

A significant portion of the Entity's investments is in brokered certificates of deposit. The brokered certificates of deposit are valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates, and market-rate assumptions, and are classified within Level 2.

The following tables set forth by level, within the fair value hierarchy, the Entity's assets measured at fair value on a recurring basis, as of December 31, 2022 and 2021:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

	Assets at Fair Value as of December 31, 2022			
	Level 1	Level 2	Level 3	Total
Certificates of deposit		\$ 765,198		\$ 765,198
Total Assets at Fair Value	\$ -	\$ 765,198	\$ -	\$ 765,198

	Assets at Fair Value as of December 31, 2021			
	Level 1	Level 2	Level 3	Total
Certificates of deposit		\$ 800,006		\$ 800,006
Total Assets at Fair Value	\$ -	\$ 800,006	\$ -	\$ 800,006

NOTE 6--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2022 and 2021:

	2022	2021
State of New Hampshire and Federal - Departments and Agencies	\$ 1,372,666	\$ 1,138,165
New Hampshire Bar Foundation - IOLTA	223,500	258,348
United Way (various branches)	84,362	26,463
Foundations and Other	241,722	663,922
	<u>\$ 1,922,250</u>	<u>\$ 2,086,898</u>

NOTE 7--LEASE COMMITMENTS – PRIOR TO ADOPTION OF ASU 2016-02, *Leases (Topic 842)*

The below lease disclosures for the year ended December 31, 2021, were made under prior lease guidance in accordance with FASB ASC 840, *Leases*.

The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2014 and which was amended through April 30, 2023. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014 which was extended, with new terms through November 18, 2024. The Entity leases its Berlin, New Hampshire office under an agreement that commenced June 1, 2017 and was extended through May 31, 2021. Effective April 2021 Berlin offices were relocated and a new lease commenced for May 26, 2021, expiring May 31, 2024. The Entity leases its Claremont, New Hampshire office on a month-to-month basis. The general terms of the lease extend through December 2022. The terms of all of the Entity's leases, with the exception of the Claremont office, contain a provision that allow the Entity to terminate the lease prior to the end of the lease term in the event of a funding reduction. Rental expense for leases was \$191,379 for the year ended December 31, 2021.

NOTE 8--LEASE LIABILITY – AFTER ADOPTION OF ASU 2016-02, *Leases (Topic 842)*

For the year ended December 31, 2022, the Entity has four operating leases for office buildings throughout the State of New Hampshire, as previously noted (See Note 7). Lease options that the Entity

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

believes are reasonably certain to exercise are included in the measurement of the lease assets and liabilities. The lease term is used for the amortization/depreciation life of lease assets. The maturities of the lease liability as of December 31, 2022 are as follows:

Year Ended <u>December 31,</u>	<u>Operating</u>
2023	\$ 149,023
2024	127,431
2025	108,327
2026	109,644
2027	110,981
Thereafter	<u>214,696</u>
Total Lease payments	820,102
Less: Interest	<u>(93,841)</u>
Present value of Lease liability	<u>\$ 726,261</u>

The following summarizes the line items in the statements of activities which include the components of lease expense and costs for the year ended December 31, 2022:

	<u>2022</u>
Operating lease expense included in program services and management and general expenses	<u>\$ 194,354</u>

The following additional information is deemed relevant and useful as the Entity has four operating leases as of December 31, 2022.

	<u>2022</u>
Weighted-average remaining lease term	6.43 years
Weighted-average discount rate	3.75%

NOTE 9--ACCRUED VACATION LEAVE

Employees earn annual vacation leave as they provide services. Pursuant to Entity policy, employees may accumulate, subject to certain limitations, unused vacation leave, and upon termination of employment be compensated for such amounts at current rates of pay. Employees may not "cash out" their accumulated vacation leave at any time during their employment. Accumulated earned vacation leave at December 31, 2022 and 2021 was \$138,761 and \$139,393, respectively, and has been included as part of the 'Accrued expenses' liability in the statements of financial position.

NOTE 10--NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions have been restricted for the following as of December 31, 2022 and 2021:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purpose:		
Civil legal services	\$ 54,217	\$ 65,706
Fair Housing legal services	243,841	304,869
Aging related legal services	167,905	42,746
Health Care Access	21,102	176,277
Medical legal partnership	15,991	
Consumer protection	48,149	50,393
COVID-19	2,411	29,159
Immigration	20,000	126,575
	<u>573,616</u>	<u>795,725</u>
Subject to expenditure for specified period and purpose:		
Civil legal services	1,070,612	1,091,755
Aging related legal services	65,000	260,000
COVID-19	28,500	56,200
Immigration		40,000
Health Care Access	3,000	
Medical legal partnership	74,143	
Campaign	51,300	
	<u>1,292,555</u>	<u>1,447,955</u>
Total Net Assets With Donor Restrictions	<u>\$ 1,866,171</u>	<u>\$ 2,243,680</u>

NOTE 11--REVENUE FROM CONTRACTS WITH CUSTOMERS

The following tables provide information about significant changes in the contracts with customers in effect for the years ended December 31, 2022 and 2021:

Contract Receivables

	<u>2022</u>	<u>2021</u>
Contracts receivable, beginning of year	\$ -	\$ 27,000
Restatement impact		(9,833)
New contracts awarded	29,000	
Cash received	(29,000)	(17,167)
Contracts receivable, end of year	<u>\$ -</u>	<u>\$ -</u>

Net Assets

	<u>2022</u>	<u>2021</u>
Donor Restricted Net Assets, beginning of year	\$ -	\$ 17,828
Restatement impact		(9,833)
New contracts awarded	29,000	
Revenue recognized on contracts	(29,000)	(7,995)
Donor Restricted Net Assets, end of year	<u>\$ -</u>	<u>\$ -</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

NOTE 12--CONTRIBUTED NONFINANCIAL ASSETS

The Entity recognized contributed nonfinancial assets within revenue and program expenses, which did not have donor-imposed restrictions. Contributed services recognized comprise of professional services from paralegals and attorneys advising on various legal matters. Contributed services are valued and are reported at the estimated fair value in the financial statements based on current rates for similar legal services provided by the Entity.

For the years ended December 31, 2022 and 2021, contributed nonfinancial assets recognized within the statements of activities included:

	<u>2022</u>	<u>2021</u>
Volunteer Paralegal hours	\$ 41,837	\$ 71,697
Volunteer Attorney hours	58,275	46,381
Contributions - Nonfinancial assets	<u>\$ 100,112</u>	<u>\$ 118,078</u>

NOTE 13--PENSION PLAN

The Entity operates a 401(k)-retirement plan, and under the plan's "safe harbor" rules, the Entity contributes 3% of all employees' salaries to the plan. Under the terms of the plan, the Entity has the discretion to make a higher level of contribution to the plan but is not obligated. For the years ended December 31, 2022 and 2021, the Entity's discretionary contribution was up to a 2% match of contributing employees' salaries. In addition, the Entity contributed an additional employer non-elective discretionary contribution of 2% for all employees for the year ended December 31, 2022. Contributions to the plan for the year ended December 31, 2022 and 2021 totaled \$210,992 and \$152,673, respectively.

NOTE 14--ECONOMIC DEPENDENCY

For the years ended December 31, 2022 and 2021, approximately 30.2% and 28.8%, respectively, of total support and revenue was derived from an appropriation from the State of New Hampshire. The discontinuation or reduction of the State appropriation would likely result in a decrease in services provided by the Entity, until alternative revenues could be obtained.

NOTE 15--CAMPAIGN FOR LEGAL SERVICES

In June 2005, the Entity assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort on behalf of the Entity and 603 Legal Aid, a not-for-profit entity providing civil legal services to low-income people in the State of New Hampshire. Revenue and expenses of these activities have been reported as contributions received and made, and as fund raising expenses in these financial statements. For the years ended December 31, 2022 and 2021 the Campaign had total unrestricted revenue and support of \$457,982 and \$443,676, respectively, and total expenses, excluding distributions, of \$207,909 and \$173,509, respectively.

Distributions to the Campaign partners during the years ended December 31, 2022 and 2021 totaled \$250,865 and \$268,013, respectively. Distributions were allocated and made as follows for the years ended December 31, 2022 and 2021: the Entity received \$163,062 and \$173,694, respectively, and 603 Legal Aid received \$87,803 and \$94,319, respectively.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2022 and 2021

NOTE 16--LINE OF CREDIT

The Entity has an available line of credit with its primary bank for up to \$500,000. For the years ended December 31, 2022 and 2021, the interest rate was 8.00% and 3.75%, respectively. No amounts have been drawn on the line of credit and there was no outstanding balance due as of December 31, 2022 or 2021.

NOTE 17--CONTINGENCIES

The Entity participates in a number of Federal and State assisted grant programs and contracts. Such programs may be subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of expenses which may be disallowed by a grantor agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 18--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 29, 2023 which is the date the financial statements were available to be issued.

SCHEDULE I
NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Expenditures to Subrecipients
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				
Direct Award Program				
Fair Housing Initiatives Program	14.408	#FPEI190019	\$ 175,232	
Fair Housing Initiatives Program	14.408	#FPEI210005	233,533	
			408,765	\$ -
Direct Award Program				
Education and Outreach Initiatives	14.416	#FEOI20033	36,261	
Education and Outreach Initiatives	14.416	#FEOI210075	20,276	
			56,537	-
Direct Award Program				
Private Enforcement Initiatives	14.418	#FPEI2122031	178,468	
			178,468	-
Total Department of Housing and Urban Development			643,770	-
DEPARTMENT OF JUSTICE				
Pass Through Payments from the County of Strafford, New Hampshire Justice Systems Response to Families	16.021	N/A	19,905	-
Direct Award Program				
Legal Assistance for Victims	16.524	15JOVW-22-GG-00297	12,228	-
Pass Through Payments from the New Hampshire Department of Justice				
Crime Victim Assistance	16.575	#2021VOC71	42,371	
Crime Victim Assistance	16.575	#2022VOC22	320,857	
			363,228	37,420
Pass Through Payments from the New Hampshire Department of Justice				
Violence Against Women Formula Grants	16.588	#2022VAW17	45,000	-
			45,000	-
Total Department of Justice			440,361	37,420
DEPARTMENT OF THE TREASURY				
Pass Through Payments from the State of New Hampshire Governor's Office COVID-19 - Emergency Rental Assistance Program	21.023	N/A	241,379	34,611
Pass Through Payments from the County of Rockingham, New Hampshire COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	7,589	-
Pass Through Payments from the State of New Hampshire Governor's Office COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	2023ARPVS20	425,935	-
			433,524	-
Total Department of the Treasury			674,903	34,611
DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Pass Through Payments from New Hampshire Bureau of Elderly and Adult Services				
<i>Aging Cluster:</i>				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	#17AANHT3SS	31,810	
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	SS-2023-BEAS-02-LEGA	37,472	
<i>Total Aging Cluster</i>			69,282	-
Total Department of Health and Human Services			69,282	-
Total Expenditures of Federal Awards			\$ 1,828,316	\$ 72,031

See notes to schedule of expenditures of federal awards

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2022

NOTE 1--BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of New Hampshire Legal Assistance, Inc. under programs of the federal government for the year ended December 31, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Legal Assistance, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Legal Assistance, Inc.

NOTE 2--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule is presented using the accrual basis of accounting, which is described in Note 1 to New Hampshire Legal Assistance, Inc.'s financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

NOTE 3--INDIRECT COST RATE

New Hampshire Legal Assistance, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise New Hampshire Legal Assistance, Inc.'s statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 29, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Legal Assistance, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Legal Assistance, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nashon Clukay & Company, P.C.

Manchester, New Hampshire
March 29, 2023

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited New Hampshire Legal Assistance, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of New Hampshire Legal Assistance, Inc.'s major federal programs for the year ended December 31, 2022. New Hampshire Legal Assistance, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, New Hampshire Legal Assistance, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2022.

Basis for Opinion of Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of New Hampshire Legal Assistance, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of New Hampshire Legal Assistance, Inc.'s compliance with compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to New Hampshire Legal Assistance, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on New Hampshire Legal Assistance, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore it is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about New Hampshire Legal Assistance, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding New Hampshire Legal Assistance, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of New Hampshire Legal Assistance, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal

control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Vashon Clukay & Company PC

Manchester, New Hampshire
March 29, 2023

New Hampshire Legal Assistance, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2022

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

_____ yes X no

Significant deficiency(ies) identified?

_____ yes X none reported

Noncompliance material to financial statements noted?

_____ yes X no

Federal Awards

Internal control over major federal programs:

Material weakness(es) identified?

_____ yes X no

Significant deficiency(ies) identified?

_____ yes X none reported

Type of auditor's report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

_____ yes X no

Identification of major federal program(s):

Assistance Listing Number(s)

Name(s) of Federal Program or Cluster

16.575

Crime Victim Assistance

21.027

Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

 X yes _____ no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR 200.516(a).

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2022

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	\$ 1,524,506	\$ 261,265		\$ 1,785,771
Cash, restricted	15,001			15,001
Investments	765,198			765,198
Grants and contracts receivable	1,922,250			1,922,250
Contributions receivable, net	182,514	38,900	\$ (182,070)	39,344
Prepaid expenses	70,134	797		70,931
Security deposits	13,925			13,925
TOTAL CURRENT ASSETS	<u>4,493,528</u>	<u>300,962</u>	<u>(182,070)</u>	<u>4,612,420</u>
NONCURRENT ASSETS:				
Contributions receivable		5,000		5,000
Right-of-use assets	726,261			726,261
Property and equipment, net	248,731			248,731
TOTAL NONCURRENT ASSETS	<u>974,992</u>	<u>5,000</u>	<u>-</u>	<u>979,992</u>
TOTAL ASSETS	<u>\$ 5,468,520</u>	<u>\$ 305,962</u>	<u>\$ (182,070)</u>	<u>\$ 5,592,412</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 41,959	\$ 240,278	\$ (182,070)	\$ 100,167
Accrued expenses	465,081	13,383		478,464
Deposits held for others	15,001			15,001
Refundable advances	19,516			19,516
Current portion of lease liability	124,191			124,191
TOTAL CURRENT LIABILITIES	<u>665,748</u>	<u>253,661</u>	<u>(182,070)</u>	<u>737,339</u>
NONCURRENT LIABILITIES:				
Lease liability	602,070			602,070
TOTAL NONCURRENT LIABILITIES	<u>602,070</u>	<u>-</u>	<u>-</u>	<u>602,070</u>
TOTAL LIABILITIES	<u>1,267,818</u>	<u>253,661</u>	<u>(182,070)</u>	<u>1,339,409</u>
NET ASSETS:				
Without donor restrictions:				
Undesignated	1,685,831	1,001		1,686,832
Board designated operating reserve	700,000			700,000
With donor restrictions:				
Purpose restrictions	573,616			573,616
Time restrictions for future periods	1,241,255	51,300		1,292,555
TOTAL NET ASSETS	<u>4,200,702</u>	<u>52,301</u>	<u>-</u>	<u>4,253,003</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,468,520</u>	<u>\$ 305,962</u>	<u>\$ (182,070)</u>	<u>\$ 5,592,412</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2021

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	\$ 1,419,447	\$ 117,367		\$ 1,536,814
Cash, restricted	13,531			13,531
Investments	800,006			800,006
Grants and contracts receivable	2,086,898			2,086,898
Contributions receivable, net	86,186	349	\$ (80,473)	6,062
Prepaid expenses	69,050	1,195		70,245
Security deposits	13,925			13,925
TOTAL CURRENT ASSETS	<u>4,489,043</u>	<u>118,911</u>	<u>(80,473)</u>	<u>4,527,481</u>
NONCURRENT ASSETS:				
Property and equipment, net	215,082			215,082
TOTAL NONCURRENT ASSETS	<u>215,082</u>	<u>-</u>	<u>-</u>	<u>215,082</u>
TOTAL ASSETS	<u>\$ 4,704,125</u>	<u>\$ 118,911</u>	<u>\$ (80,473)</u>	<u>\$ 4,742,563</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 25,993	\$ 113,172	\$ (80,473)	\$ 58,692
Accrued expenses	322,509	3,989		326,498
Deposits held for others	13,531			13,531
TOTAL CURRENT LIABILITIES	<u>362,033</u>	<u>117,161</u>	<u>(80,473)</u>	<u>398,721</u>
TOTAL LIABILITIES	<u>362,033</u>	<u>117,161</u>	<u>(80,473)</u>	<u>398,721</u>
NET ASSETS:				
Without donor restrictions:				
Undesignated	1,448,412	1,750		1,450,162
Board designated operating reserve	650,000			650,000
With donor restrictions:				
Purpose restrictions	795,725			795,725
Time restrictions for future periods	1,447,955			1,447,955
TOTAL NET ASSETS	<u>4,342,092</u>	<u>1,750</u>	<u>-</u>	<u>4,343,842</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,704,125</u>	<u>\$ 118,911</u>	<u>\$ (80,473)</u>	<u>\$ 4,742,563</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2022

	<u>New Hampshire</u>	<u>Campaign for</u>	<u>Eliminations</u>	<u>Total</u>
	<u>Legal Assistance</u>	<u>Legal Services</u>		
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 279,700			\$ 279,700
Government grants and contracts	2,730,383			2,730,383
United Ways	17,011			17,011
Contributions - Foundations and Other	185,981			185,981
Contributions - Campaign for Legal Services	163,062	\$ 457,982	\$ (163,062)	457,982
Contributions - Nonfinancial assets	100,112			100,112
Case revenue	20,866			20,866
Miscellaneous	48,677			48,677
Investment income (loss)	(21,283)	43		(21,240)
Net assets released from donor restrictions	<u>1,867,997</u>			<u>1,867,997</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>5,392,506</u>	<u>458,025</u>	<u>(163,062)</u>	<u>5,687,469</u>
EXPENSES:				
Program services:				
Domestic violence project	866,917			866,917
Housing justice project	1,321,753			1,321,753
Justice in aging project	521,358			521,358
Public benefits	483,137			483,137
Immigrant justice project	314,758			314,758
Youth law project	165,783			165,783
Other civil legal services	609,040			609,040
Total program services	<u>4,282,746</u>	<u>-</u>	<u>-</u>	<u>4,282,746</u>
Supporting services:				
Fund raising		458,774	(163,062)	295,712
Management and general	822,341			822,341
Total supporting services	<u>822,341</u>	<u>458,774</u>	<u>(163,062)</u>	<u>1,118,053</u>
TOTAL EXPENSES	<u>5,105,087</u>	<u>458,774</u>	<u>(163,062)</u>	<u>5,400,799</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>287,419</u>	<u>(749)</u>	<u>-</u>	<u>286,670</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
New Hampshire Bar Foundation - IOLTA	186,250			186,250
Government grants and contracts	996,252			996,252
United Ways	88,579			88,579
Contributions - Foundations and Other	168,107	51,300		219,407
Net assets released from donor restrictions	<u>(1,867,997)</u>			<u>(1,867,997)</u>
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>(428,809)</u>	<u>51,300</u>	<u>-</u>	<u>(377,509)</u>
CHANGE IN NET ASSETS	<u>(141,390)</u>	<u>50,551</u>	<u>-</u>	<u>(90,839)</u>
NET ASSETS - January 1	<u>4,342,092</u>	<u>1,750</u>	<u>-</u>	<u>4,343,842</u>
NET ASSETS - December 31	<u>\$ 4,200,702</u>	<u>\$ 52,301</u>	<u>\$ -</u>	<u>\$ 4,253,003</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2021

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 301,408			\$ 301,408
Government grants and contracts	2,261,637			2,261,637
United Ways	16,962			16,962
Contributions - Foundations and Other	356,891			356,891
Contributions - Campaign for Legal Services	174,076	\$ 443,676	\$ (173,694)	444,058
Contributions - Nonfinancial assets	118,078			118,078
Case revenue	13,941			13,941
Investment income	10,321	3		10,324
Net assets released from donor restrictions	<u>1,555,141</u>			<u>1,555,141</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>4,808,455</u>	<u>443,679</u>	<u>(173,694)</u>	<u>5,078,440</u>
EXPENSES:				
Program services:				
Domestic violence project	1,053,960			1,053,960
Housing justice project	893,352			893,352
Justice in aging project	553,199			553,199
Public benefits	611,432			611,432
Immigrant justice project	223,185			223,185
Youth law project	113,561			113,561
Other civil legal services	711,968			711,968
Total program services	<u>4,160,657</u>	<u>-</u>	<u>-</u>	<u>4,160,657</u>
Supporting services:				
Fund raising		441,522	(173,694)	267,828
Management and general	774,899			774,899
Total supporting services	<u>774,899</u>	<u>441,522</u>	<u>(173,694)</u>	<u>1,042,727</u>
TOTAL EXPENSES	<u>4,935,556</u>	<u>441,522</u>	<u>(173,694)</u>	<u>5,203,384</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>(127,101)</u>	<u>2,157</u>	<u>-</u>	<u>(124,944)</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
New Hampshire Bar Foundation - IOLTA	215,292			215,292
Government grants and contracts	1,024,869			1,024,869
United Ways	28,960			28,960
Contributions - Foundations and Other	682,774			682,774
Net assets released from donor restrictions	<u>(1,555,141)</u>			<u>(1,555,141)</u>
INCREASE IN NET ASSETS WITH DONOR RESTRICTIONS	<u>396,754</u>	<u>-</u>	<u>-</u>	<u>396,754</u>
CHANGE IN NET ASSETS	269,653	2,157	-	271,810
NET ASSETS - January 1	<u>4,072,439</u>	<u>(407)</u>	<u>-</u>	<u>4,072,032</u>
NET ASSETS - December 31	<u>\$ 4,342,092</u>	<u>\$ 1,750</u>	<u>\$ -</u>	<u>\$ 4,343,842</u>

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors (Updated November

NAME	Employment	Work Address	Home Address	Preferred Phone	Preferred E
BARTOLOME ALMONTE	Ballorax LLC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HILARY ALVAREZ	Concord Family Medicine	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
JOHN T. BEARDMORE	Fidelity Investments	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
GEORGE DANA BISBEE (Chair)	Retired attorney	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DEBORAH BUTLER (Executive Committee)	Retired CPA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LAUREN SNOW CHADWICK	National Education Association	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CATHERINE FLINCHBAUGH	New Hampshire Public Defender	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLAIRE H. GAGNON (Treasurer)	Easterseals NH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MARGARET GOODLANDER (leave of absence)	Counsel to the United States Attorney General	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ELIZABETH GREENWOOD	Community Bridges	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
COURTNEY HERZ	Sheehan Phinney	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors (Updated November

DOUGLAS P. HILL	Retired attorney				
ANNE JENNESS (Vice Chair)	Gallagher, Callahan & Gartrell, P.C.				
QUINN KELLY	Boyle, Shaughnessy & Campo PC				
CRAIG MCMAHON	Rath, Young & Pignatelli, PC				
BENJAMIN MING	Attorney New Hampshire House of Reps.				
SINDISO MNISI WEEKS	University of Massachusetts -Boston				
JOHN J. PELLETIER, SR.	Retired farmer				
TALESHA SAINT- MARC (Secretary)	Bernstein Shur				
MATTHEW STREETER	North Country Healthcare, Inc.				
ERIN VANDEN BORRE	Orr & Reno, PA				

NEW HAMPSHIRE LEGAL ASSISTANCE
FY 2024 ARPA Victim Services Award

Key Personnel

Name	Job Title	Annual Salary (FY 2024 estimated)	% Paid from this Contract	Amount Paid from this Contract
Peggy Brick	Staff Attorney	\$88,073	100%	\$88,073
Jessica Erazo	Staff Attorney	\$68,243	100%	\$68,243
Elyssa Willadsen	Staff Attorney	\$60,008	100%	\$60,008
Erin Jasina	Project Director/Paralegal	\$70,263	70%	\$49,184
Geoff Ketcham	Managing Attorney	\$111,292	62%	\$69,001
Mary Krueger	Staff Attorney	\$95,353	30%	\$28,606
Ruth Heintz	Managing Attorney	\$119,333	3%	\$3,580

Mary Krueger, Esq.

Education

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

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

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

Work Experience

2019-present

New Hampshire Legal Assistance, Claremont, NH
Staff Attorney

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

2017-2019

Vermont Packinghouse LLC, North Springfield, VT
General Counsel

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

2014-2017

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

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

Mary Krueger, Esq.

2006-2014 **New Hampshire Legal Assistance, Claremont, NH**
Project Director, Domestic Violence Advocacy Project (DVAP); Staff Attorney

Advocate for low-income victim/survivors of domestic and sexual violence in family law and related civil legal matters; oversee and coordinate DVAP activities including project attorney and paralegal work; serve as the liaison to project partners and community groups such as the New Hampshire Coalition Against Domestic and Sexual Violence, New Hampshire's Bar Association Pro Bono Program, domestic violence crisis centers and shelters, New Hampshire's Legal Advice and Referral Center, and New Hampshire Catholic Charities; responsible for drafting federal and state grant applications and biennial grant reports; serve as faculty on biennial statewide domestic violence trainings for *pro bono* lawyers and crisis center advocates; serve on the New Hampshire Governor's Commission on Domestic and Sexual Violence and Human Trafficking Commission; Advocate for clients on various legal issues including public housing, homelessness, town welfare, food stamps, unemployment, bankruptcy, TANF and domestic violence.

2001-2003 **New Hampshire Public Radio, Concord, NH**
Executive Producer, "The Exchange," statewide daily public affairs program.

Managed program, host, staff, schedule and overall vision; researched, selected and assigned program topics; pre-interviewed and booked program guests; wrote and edited copy; produced and edited recorded elements; produced election coverage and other special projects.

1995-2001 **New Hampshire Public Radio, Concord, NH**

Producer, "The Exchange," statewide daily public affairs program
Assistant Producer, "The Exchange," statewide daily public affairs program.
Assistant Producer, "Perspectives," daily half hour interview program.
"Voter's Voice" Election project coordinator, 1996 Presidential Primary.

Volunteer Activities

2016-present **Springfield Elementary Schools Parent Teacher Association, Springfield, VT**
President; lead PTA in various efforts to improve Springfield schools; engage parents and teachers in building strong educational systems and experiences.

2016-present **Girl Scout Leader: Troop #51293, Springfield, VT**
Lead girls in learning, leadership, life, outdoor and business skills.

2012-2017 **American Civil Liberties Union New Hampshire, Concord, NH**
Board of Directors, Vice Chair

Mary Krueger, Esq:

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

2007-2016

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

2007-2017

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

Erin P. Jasina

WORK EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE (NHLA)

Domestic Violence Advocacy Project Director

October 2017-present

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

Domestic Violence Advocacy Project Co-Director

December 2014-October 2017

Paralegal Advocate, Domestic Violence Advocacy Project

January 2008-present

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

NEW HAMPSHIRE LEGAL ASSISTANCE

September 2013-present

Intern Coordinator

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005-December 2007

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

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

Erin P. Jasina

-
- RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL** 2005
Paralegal, Insurance Advocacy Unit, Civil Division
- Assisted with the preparation of insurance rate hearings, including tracking responses to all data requests, maintaining attorneys' files, and overseeing the production of trial binders
 - Responsible for the preparation and filing of legal briefs
 - Compared and reviewed proposed insurance laws and regulations

- SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Boston, MA** 2004-2005
Legal Hiring Assistant
- Assisted in the hiring process of Summer Associates
 - Responsible for arranging interviews of all prospective attorneys
 - Represented firm at law school job fairs/receptions
 - Prepared materials used by attorneys at weekly Hiring Committee Meeting and participated in the meetings
 - Maintained firm-wide database of all attorney applicants
 - Point of contact for attorneys regarding any HR related matters

- DEBEVOISE & PLIMPTON LLP, Washington, DC** 2003-2004
Legal Receptionist
- Handled all incoming calls from clients, attorneys, and the general public
 - Assisted managing partner on special projects
 - Maintained and arranged office space for attorneys, clients, and staff
 - Organized office wide events, working with outside vendors and suppliers

EDUCATION

NORTHEASTERN UNIVERSITY, Boston, MA January-March 2005
Paralegal Professional Certificate Program

- THE CATHOLIC UNIVERSITY OF AMERICA, Washington, DC** 1999-2003
B.A. Media Studies
- Overall G.P.A. – 3.76/4.0; Magna Cum Laude
 - Phi Eta Sigma (Fall 2000 – Spring 2003)
 - Highest Honor in Senior Comprehensive Exam

COMMITTEES AND SPECIAL TRAINING

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

COMPUTER SKILLS

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

GEOFFREY D. KETCHAM

Experience

New Hampshire Legal Assistance (NHLA), Concord, NH, 2018-present

- Managing Attorney, Concord Branch Law Office
- Supervise locally-based NHLA advocates, support staff, interns, law students, volunteers
- Statewide administrative and court advocacy and litigation
- Legislative and administrative advocacy, statewide projects, community partnerships
- New Hampshire Bar Association

Northeast Legal Aid, Inc. (Merrimack Valley Legal Services), Lowell, MA, 2004-2018

- Staff Attorney, housing, family/domestic relations, elder & public benefits
- Caretakers of Children at Risk (CCR) Project Coordinator (2017-2018)
- Northeast Housing Court Lawyer for a Day Program Coordinator (2014-2017)
- Housing Unit Head (2014-2017)
- Training/mentoring new staff; AmeriCorps supervisor; supervise interns, law students
- Administrative and court advocacy and litigation
- Strategic Planning, Merger, Private Attorney Involvement & Needs Assessment committees
- Assist with grant compliance and development
- Greater Lowell Bar Association

Gordon College, Wenham, MA, Adjunct Professor, 2015

- Department of Political Science; Course Title: Law and Society

Legal Aid of East Tennessee, Inc., (Knoxville Legal Aid Society), Knoxville, TN, 1999-2003

- Staff Attorney, public benefits, consumer & general practice
- Administrative and court advocacy and litigation
- Community presentations & outreach; develop & edit program publications
- Tennessee Alliance of Legal Services (TALS) task forces
- Knoxville Bar Association
- Retired and Senior Volunteer Program (RSVP) Advisory Council
- Full Service Schools Project, Detainer Project, Saturday Bar, Veterans Stand Down, Fresh Start classes, Urban League seminars

The Neal Law Firm, Knoxville, TN, 1998-1999, Associate, general civil practice

Bar Admissions: Tennessee, 1998; Eastern District of Tennessee (U.S. District Court), 2003; Massachusetts, 2005, (2004 pursuant to Rule 3:04); New Hampshire, 2019; United States District Court, District of New Hampshire, 2019

Education

Doctor of Jurisprudence, University of Tennessee College of Law, Knoxville, TN, 1998

Bachelor of Arts in History, Gordon College, Wenham, MA, 1994

Contributions to Legal Field & Community

- Legal Tactics (MA tenant rights publication) Author & Reviewer (2017-2018)
- Commission on the Status of Grandparents Raising Grandchildren panel member (2018)
- Northeast Housing Court Lawyer for a Day Program Training (2006-2017)
- Northeast Housing Court Tenancy Preservation Program Advisory Group (2014-2018)
- Massachusetts Society for the Prevention of Cruelty to Children presentation (2014)
- Greater Lowell Education and Advocacy Network (GLEAN) Advisory Team (domestic violence high risk group) (2012-2014)
- Middlesex Community College, Work Readiness Program presentation (2008)
- Community presentations & outreach; develop & edit program publications

Training Opportunities

- New Hampshire Bar Association, Continuing Legal Education
- NHLA Trial Skills and Substantive programs
- Massachusetts Legal Assistance Corporation programs
- Massachusetts Continuing Legal Education programs
- Massachusetts Legal Reform Institute, Inc. programs
- American Bar Association Litigation training for Legal Services Advocates
- National Institute for Trial Advocacy litigation training
- National Consumer Law Center consumer rights conference
- TALS conferences
- Tennessee Commission on Continuing Legal Education

Other Involvement

- New England Academy, Beverly, MA, Advisory Board Member (past)
- First Congregational Church, Kingston, NH, music director
- Legal Aid Staff Association, officer, member, committee chair/member (TN & MA)
- Town & Timberlane Youth Recreational Athletics, YMCA coach and volunteer
- Timberlane Music Association, member and volunteer

RUTH WEINZ

EDUCATION

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

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

BAR ADMISSIONS

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

EXPERIENCE

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

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

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

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

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

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

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

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

Jessica Erazo

EDUCATION

University of New Hampshire School of Law, Concord, NH
Juris Doctor

May 2018

Wheelock College, Boston, MA
Bachelor of Social Work and Juvenile Justice
GPA 3.52

May 2015

LEGAL EXPERIENCE

New Hampshire Legal Assistance, Concord, NH
Staff Attorney

May 2019-Present

- Represented clients throughout their family law cases; prepared and represented clients at temporary hearings, final hearings, and modification hearings.
- Represented clients at domestic violence protective order hearings; prepared exhibits and client testimony and represented clients at their final hearings.

New Hampshire Legal Assistance, Manchester NH
Legal Intern

March 2018-May 2019

- Assisted with preparation for trials and hearings; drafted Financial Affidavits, Uniform Support Orders, and settlement documents for supervising attorney.
- Attended legislative hearings; attended and observed legislative process and gained insight as to how these bills will affect NHLA's clients and abilities to provide services.

Rochester Circuit Court-Family Division-Referee Philip Cross, Rochester NH
Clerk

June 2017-August 2017

- Assisted with writing orders; thoroughly read case files, attended hearings, and prepared temporary or final orders under the supervision of Philip Cross.
- Updated the Judicial Reference Guide; created a portfolio with updated New Hampshire Supreme Court cases and organized the Guide by type of case and year.

Department of Children, Youth, and Families, Rochester NH
Intern

June 2016-August 2016

- Assisted with preparation for trials and hearings; prepared exhibits and documents for supervisor to use during hearings.
- Created portfolios for Termination of Parental Rights adjudications; read through hundreds of pages of documents from the life of the case and noted specific instances of conduct required to be proven for termination.

EXPERIENCE

LexisNexis, Concord, NH

August 2016-January 2018

- Assisted students with research questions and helped students find cases or statutes using the program.

Wheelock College Residence Life, Boston MA
Resident Advisor

August 2013-August 2015

- Attended trainings for trauma informed practice; learned how to respond to disclosure of sexual assault and role-played scenarios for practice and feedback.

VOLUNTEER EXPERIENCE

Mothers for Justice and Equality, Boston, MA

September 2014-May 2015

- Assisted Youth Advocates Program; collaborated with youth on projects and presentations

Elyssa Willadsen

EDUCATION

Vermont Law School, South Royalton, VT

Juris Doctor, January 2021

- G.P.A: 3.44, Dean's List: 2020 Spring Semester and 2019 Summer Semester
- National Association of Women Lawyers' Outstanding Law Student 2020

School of Visual Arts, New York, NY

Bachelors in Fine Arts, May 2015

- G.P.A: 3.78, Dean's Choice Selection 2015, Dean's List: 2010-2015

BAR ADMITTANCE

- Admitted to the Bar of the New Hampshire Supreme Court.
- Active member of the New Hampshire Bar Association.
- Admitted to the Bar of the Vermont Supreme Court.

EXPERIENCE

New Hampshire Legal Assistance, Concord, NH

Staff Attorney, Domestic Violence Advocacy Project, Jan. 2023- Present

- Providing pro bono legal representation for family law clients. This representation includes domestic violence, divorce, and parenting issues.

Law Office of Claudia Pringles, Montpelier, VT

Associate Attorney, Sept. 2021- Dec. 2022

- Handled most Probate matters and Guardianship cases. Guardianship work included participation in the Vermont Bar Association Low Bono Program. Drafted Estate Planning documents such as, Trusts, Wills, Advanced Directives, and Power of Attorneys. Handled representation of sellers in Real Estate transactions.

Have Justice – Will Travel, Vershire, VT

Full-time Legal Extern, Fall Semester 2020

- Communicated with clients, opposing counsel, and other necessary parties. Extensive research and writing assignments including memos, motions, and briefs. Attended hearings, mediations, and meeting with clients. Represented a client in a Relief from Abuse hearing and subsequent motions.

Appellate Advocacy Program, South Royalton, VT

Selected Student, Spring Semester 2020

- Worked in collaboration with other students to draft appeals to the Vermont Supreme Court on behalf of pro se litigants.

South Royalton Legal Clinic, South Royalton, VT

Part-time Student Clinician, Family Law Project, Fall Semester 2020

- Assisted the Supervising Attorney, Michelle Donnelly, with drafting motions, interviewing clients, and maintaining correspondence. Attended client meetings, hearings, and status conferences.

B&B Farms and CSA, Galloway, NJ
Field Hand, Mar. 2018 – Aug. 2018

- Performed daily activities to keep the farm functioning and assisted CSA members.

COMMUNITY INVOLVEMENT

Tabling Volunteer for Safeline, Inc., Chelsea Flea Market, Chelsea VT, July 16, 2022

- Informed event goers about Safeline's mission to assist Domestic & Sexual Violence survivors. Received donations and signatures for town budget allocations.

Parliamentarian of the Student Bar Association, September 2019 – April 2020

- Ensured order was maintained in SBA meetings through a thorough understanding of the Bylaws, Standing Rules, and Robert's Rules.

Co- Chair of Women's Law Society at Vermont Law School, April 2019 – April 2020

- Coordinated events and meetings, while upholding our group's goals and interests.

Program Leader at One Planet, Sept. 2018 – Dec. 2019

- Taught children how to prepare simple vegetable-centric meals as an after-school activity.

INTERESTS

- Outdoor activities, community involvement, reading, creative writing, cooking, and very amateur birding.

Margaret Brick

PROFILE

Attorney experienced in Family law, including domestic violence and trauma implicated cases.
Professional focus on Ethics. Bilingual: Spanish/English.

BAR

New Hampshire State Bar, New Hampshire Federal District Court Bar
United States Immigration Court- Boston
Wisconsin State Bar and Wisconsin Federal District Court Bar

CAREER HISTORY

- 04/2022-Present **New Hampshire Legal Assistance**
Law Practice: Domestic Violence Advocacy Project. Family law matters representing survivors of domestic violence and sexual abuse in protective order cases and family law cases.
- 08/2019- 03/2022 **Samaha Russell Hodgdon, PA**
Law Practice: Family law matters including Domestic Violence, divorce, parenting issues and divorce mediation, Guardianship representation of proposed wards, Business, Real Estate, Wills and Trusts law
- 01/2011- 05/2020 **Southern New Hampshire University**
Adjunct Professor of Business Law and Philosophy Ethics. Business School Bradley Three Year Honors Program and School of Arts & Science.
- 09/2009 - 12/2015 **Margaret Brick, Attorney and Counselor at Law, PLLC.**
Law Practice: Family matters including divorce, Wills and Trusts. Employment Practices. Mediation Practice: Family mediation, Employment Discrimination cases for EEOC and N.H. Commission for Human Rights.
- 02/2010 – 05/2017 **Bhutanese Community of New Hampshire**
Of Counsel 501(c)3 organization. Reduced fee and pro bono legal services.
- 05/2009 – 2/2010 **International Institute of New Hampshire**
Pro bono legal services for Immigration Law Clinic, Family-based Immigration Law.
- 2008 – 2010 **Cheshire Mediation. Keene, NH**
Individual and co-mediation of cases both privately scheduled and by Court appointment. Supervision of Mediator Interns.
- 2000 - 2003 **New England College. Henniker, NH**
Adjunct faculty
- 1995 - 1999 **Illinois District 41- Elected School Board Member. Glen Ellyn, IL**

EDUCATION

- 1988 **University of Wisconsin Law School. Madison, WI**
J.D.
- 1985 **University of Wisconsin-Madison. Madison, WI**
B.A . Spanish-With Honors

CERTIFICATIONS

- Equal Employment Opportunity Commission (EEOC)- Boston Office Rostered Mediator
- Mediator NH Commission for Human Rights
- N.H. Superior Court Rule 150 Certification
- New Hampshire Collaborative Law Alliance certified Attorney

PROFESSIONAL ORGANIZATIONS

- New Hampshire Bar- Active
- The Kindness Cures Project, Ltd.- Board Member Emeritus 501(c)3 organization
- Littleton Regional Hospital Ethics Committee Member
- Wisconsin Bar Associations-Inactive
- Physicians for Human Rights- Attorney Associate 2010-2012
- New Hampshire Collaborative Law Alliance Member
- New Hampshire Conflict Resolution Association. Board Member 2008-2013. President 2012

New Hampshire Legal Assistance

Project Director

Job Description

3-7-07

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

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

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

New Hampshire Legal Assistance

Staff Attorney

Job Description - March 2008

General Responsibilities

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

Duties

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

Relationship

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

Requirements

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

New Hampshire Legal Assistance

Paralegal

Job Description - March 2008

General Responsibilities

The paralegal provides paraprofessional legal services to eligible clients in civil cases in accordance with program guidelines and under the direct supervision of an attorney, according to the Code of Professional Responsibility.

Duties

A. Direct Client Services

- Interviews eligible clients, identifying their legal problems.
- Negotiates on their behalf with creditors, landlords, utility companies and governmental agencies.
- Represents clients at administrative hearings – representation entails identification, preparation, and presentation of evidence, and the drafting of legal memoranda.
- Assists NHLA attorneys in preparations for court hearings as needed.

B. Indirect Client Services

- Develops one or more areas of expertise through involvement in case work and NHLA task forces in order to better serve individual clients and to have in-put in developing program goals in the areas of impact litigation and legislation.
- Becomes involved in community organizations to assist them in realizing their legal rights and to make them aware of the services NHLA offers.
- Participates in community education projects.

C. In-house Responsibilities

- Participates in in-house training programs as required.
- Other reasonable requests, as the needs of the program may require.

Relationship

Reports directly to the Managing Attorney or Project Director.

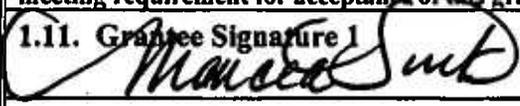
Requirements

- Bachelor's degree or 2-4 years equivalent experience.
- Ability to communicate effectively both orally and in writing.
- Desire to work with sympathy for the problems of the low-income community.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Court Appointed Special Advocates of New Hampshire, Inc.		1.4. Grantee Address 138 Coolidge Ave-PO Box 1327 Manchester, New Hampshire 03105	
1.5 Grantee Phone # (603) 626-4600	1.6. Account Number 02-20-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$565,347
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Marcia Sink - President/CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: / / 5/15/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Court Appointed Special Advocates of New Hampshire, Inc. as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance

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EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

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EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

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11/14/27

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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4/14/23

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for victim services for children including court appointed special advocates. This includes but is not limited to expenses incurred for personnel, benefits, and travel.
2. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID- 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
3. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
4. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

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4/15/23

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

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 G-1 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$565,347.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Court Appointed Special Advocates of NH, Inc.(CASA)

July 1, 2023 – June 30, 2024

Subrecipient Name

Period Covered by this Certification

Marcia Sink, President/CEO

Name and Title of Authorized Subrecipient Representative

Marcia Sink

4/14/23

Subrecipient Representative Signature

Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

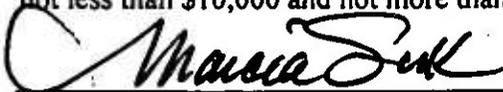
Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

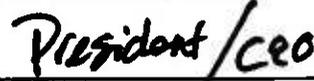
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

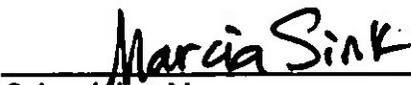
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



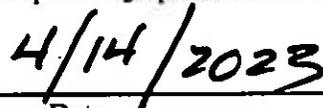
Subrecipient Representative Signature



Subrecipient's Representative Title



Subrecipient Name



Date



EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.



Subrecipient Representative Signature



Subrecipient's Representative Title:



Subrecipient Name



Date

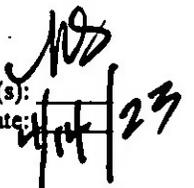


EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

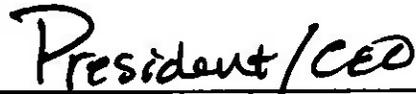
Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.



Subrecipient Representative Signature



Subrecipient's Representative Title



Subrecipient Name



Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

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EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

Marceia Sude
Subrecipient Representative Signature

President / CEO
Subrecipient's Representative Title

Marcia Sink
Subrecipient Name

4/14/2023
Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

VB
11/14/23

EXHIBIT J

Marcia Smit

President/CEO

Subrecipient Representative Signature

Subrecipient's Representative Title

Marcia Smit

4/14/2023

Subrecipient Name

Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: CLJQB5GM33E7

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Marcia Sink [responsible official], certify that the Subrecipient has completed the EEOP reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on 4-14-23 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Marcia Sink [official that completed training] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: 4-14-23 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

AS
11/14/03

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

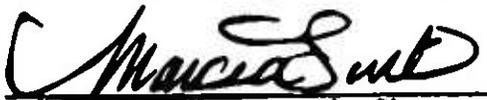
EXHIBIT K

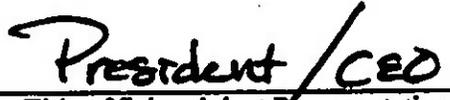
- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.


Subrecipient Representative Signature
Marcia Sunk


Title of Subrecipient Representative

Signature

Date

11/14/23


11/14/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 19, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 140761

Certificate Number: 0006205263



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 April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Marcia Sink is President/CEO of Court Appointed Special Advocates of New Hampshire, Inc., a non-profit corporation organized under the laws of New Hampshire with principle offices located at 138 Coolidge Street, Unit 1, Manchester New Hampshire (CASA-NH[®]). Pursuant to a resolution adopted by the Board of Directors and the Bylaws of CASA-NH, Ms. Sink has full authority to prepare, submit and present proposals in response to the Request for Proposals Issued by the New Hampshire Department of Justice for Victim of Crime Act Funding for children involved in abuse and neglect cases and to enter into contracts on behalf of the corporation with the New Hampshire Department of Justice and/or the State of New Hampshire. This authority shall remain in effect until June 30, 2023 unless specifically revoked or amended.

This Certificate of Authority is submitted to support the grant application between the New Hampshire Department of Justice and CASA-NH.

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

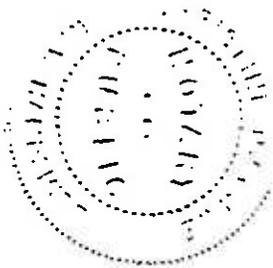
**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, Inc.**

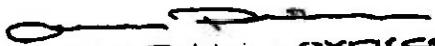
By: _____



Michael Burns, Co-Chair CASA-NH

March 8, 2023




Notary Public - expires 10/5/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

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

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

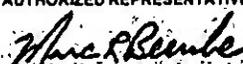
PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Jessica Archambault	
	PHONE (A/C, No, Ext): 603-882-2766	FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: jarchambault@eatonberube.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Insurance Company		23850
INSURED CASA of NH, INC PO BOX 1327 Manchester NH 03105	INSURER B : Wesco Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 749068839 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2418899	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2418899	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB816262	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3594680	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire Workers' Compensation Policy.
 Additional Insured status applies in regards to General Liability when required by a written contract. Waiver of Subrogation applies to General Liability when required by a written contract.
 Re: Title VOCA Grant - Covering operations of the Named Insured during the policy period.

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

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Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667579
Oct. 28, 2009 LTR 4168C E0
02-0432242 000000 00

00012580
BODC: TE

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE INC
PO BOX 1327
MANCHESTER NH 03105

Employer Identification Number: 02-0432242
Person to Contact: Kenneth B. Gerding
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 19, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 1989.

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

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

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

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

0248667579
Oct. 28, 2009 LTR 4168C E0
02-0432242 000000 00
00012581

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE INC
PO BOX 1327
MANCHESTER NH 03105

Sincerely yours,

Michele M. Sullivan

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

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

THE UNIFORM GUIDANCE REPORTS

JUNE 30, 2022

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HESSION & PARE, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

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

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022 and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 7, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered CASA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CASA's internal control. Accordingly, we do not express an opinion on the effectiveness of CASA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.

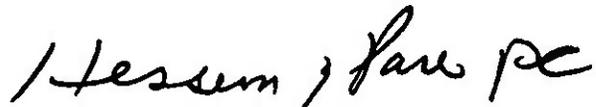
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether CASA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CASA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CASA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Manchester, New Hampshire
November 16, 2022



HESSION & PARE, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Court Appointed Special Advocates of New Hampshire, Inc's ("CASA") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of CASA's major federal programs for the year ended June 30, 2022. CASA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, CASA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of CASA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of CASA's compliance with the compliance requirements referred to above.

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to CASA's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on CASA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about CASA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding CASA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of CASA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of CASA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

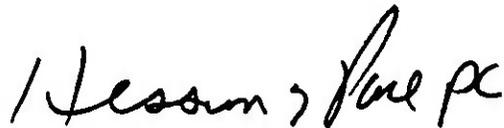
The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

To the Board of Directors
Court Appointed Special Advocates of New Hampshire, Inc.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of CASA as of and for the year ended June 30, 2022, and have issued our report thereon dated November 7, 2022 which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects, in relation to the financial statements taken as a whole.

Manchester, New Hampshire
November 16, 2022



**COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

Federal Grantor/ Pass Through Grantor/ Program Title	Federal CFDA Number	Pass Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Justice				
Pass-through: National Court Appointed Special Advocates Growth Grant	16.726	N/A	\$ -	\$ 45,200
Pass-through: National Court Appointed Special Advocates Professional Development Grant	16.726	N/A	-	100,000
Pass-through: National Court Appointed Special Advocates Mentoring Grant	16.726	N/A	-	200
Pass-through: National Court Appointed Special Advocates Core Grant	16.726	N/A	-	60,000
Pass-through: New Hampshire Justice Department VOCA Victims Assistance Formula Grant	16.575	N/A	-	565,347
Pass-through: New Hampshire Justice Department VOCA Victims Assistance Grant	16.575	N/A	-	78,502
Total U.S. Department of Justice				849,249
U.S. Department of Health and Human Services				
Pass-through: State of NH Department of Health & Human Services, Division of Children, Youth and Families Title IVE-CASA Training Partnership	93.658	N/A	-	24,832
Total Expenditures of Federal Awards			\$ -	\$ 874,081

See accompanying notes to Schedule of Expenditures of Federal Awards

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

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

NOTE A. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of CASA under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of CASA, it is not intended to and does not present the financial position, changes in net assets, or cash flows of CASA.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

Section I – Summary of Auditor’s Results

Financial Statements

Type of auditor’s report issued: *Unmodified*

Internal control over financial reporting:

Material weakness identified?	<u> </u> Yes	<u> X </u> No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	<u> </u> Yes	<u> X </u> No
Noncompliance material to financial statements noted?	<u> </u> Yes	<u> X </u> No

Federal Awards

Type of auditor’s report issued on compliance for major programs: *Unmodified*

Internal control over major programs:

Material weakness identified?	<u> </u> Yes	<u> X </u> No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	<u> </u> Yes	<u> X </u> No
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?	<u> </u> Yes	<u> X </u> No

Identification of major programs

<u>CFDA Number</u>	<u>Name of Federal Program</u>
16.575	Crime Victim Assistance

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee: Yes X No

**COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

Section II – Financial Statement Findings

None.

Section III – Findings and Questioned Costs for Federal Awards

None.



CASA of New Hampshire Board of Directors – 2022/2023

Michael Burns – Co- Chairman
CGI Business Solutions

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Terry Heinzmann – Co- Chairman

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Kathleen Thomas - Treasurer

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Evelyn Aissa, Esq. - Secretary
National Education Policy Center &
Partnership for the Future of Learning

[REDACTED]
[REDACTED]
[REDACTED]

Mike Ambrogi
Novocure, Inc.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Adele Boufford Baker

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Karen J. Borgstrom, Esq.
Dartmouth-Hitchcock

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Charles T. Cappetta, MD
Dartmouth Hitchcock Clinics Nashua

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Paul Chant, Esq.
Cooper Cargill Chant, PA.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Sue Chollet

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Pat Clancey
Pat Clancey Realty

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Madison Dragon
Service Credit Union

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Sabrina Dunlap
Anthem Blue Cross Blue Shield

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

JoAnn Fenton

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



CASA of New Hampshire Board of Directors – 2022/2023

Bill Glahn, Esq.
McLane Middleton, PA

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CASA Contact Information

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Chief David Goldstein
Franklin, NH Police Department

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Key for abbreviations:

- (c) = cell phone
- (h) = home details
- (w) = work details

Ellen Koenig
New Hampshire Women's Foundation
& Nonprofit Consultant

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Evan M. Lowry, Esq.
Southern New Hampshire University

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]h)

Tom Stevens

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Betsy Paine- Staff Attorney-Staff Only
CASA of NH

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

**Top 5 Key Personnel
CASA of NH
2023-2024**

Name	Job title	Salary
Marcia Sink	President/CEO	\$127,387.00
Elizabeth Paine	Senior Staff Attorney	\$86,138.00
Bernadette Melton- Plante	Program Director State Wide Training & Recruitment	\$78,733.00
Diane M. Valladares	Director	\$76,440.00
Jonelle Gaffney	Program Director	\$69,735.00
		<u>\$438,433.00</u>

CAROLINE K. DELANEY, ESQ.



LEGAL EXPERIENCE

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

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

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

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

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

EDUCATION

Northeastern University School of Law
J.D. 1997

College of the Holy Cross
B.A. English 1991

OTHER EXPERIENCE

Community Family Life Services

Grant Administrator/Casemanager/Outreach Coordinator

Washington, D.C.

Aug. 1992 – May 1994

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

The Jesuit Volunteer Corp

Emergency Services Coordinator/ Advocate for the Elderly

Washington, D.C.

Aug. 1991 – June 1992

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

MEMBERSHIPS

New Hampshire Bar Association

New Hampshire Women's Bar Association

JESSICA STOREY

OBJECTIVE: Engaging volunteers in meaningful opportunities to enhance their communities.

SKILLS & ABILITIES

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

EXPERIENCE

STAFF ATTORNEY + PERMANENCY SPECIALIST, CASA OF NH

July 2018 to the present.

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

PROGRAM MANAGER, CASA OF NH

August 2011 into July 2018.

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

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

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

ATTORNEY, ORR & RENO

2005-2008.

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

REPORTER, CASHMERE VALLEY NEWS

2000-2002.

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

WHOLESALE SALES MANAGER, CANOE IMPORTS

1997-1999.

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

EFL TEACHER, KHON KAEN UNIVERSITY

1995-1996.

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

EDUCATION

LITTLETON HIGH SCHOOL – LITTLETON, NH – HIGH SCHOOL DIPLOMA

Graduated salutatorian in 1991.

PRINCETON UNIVERSITY – PRINCETON, NJ – B.A.

Graduated in 1995. Philosophy major, Linguistics certificate.

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

Graduated cum laude in 2005.

REFERENCES

Available upon request.



Vision: A world where every abused or neglected child is given the opportunity to thrive in a safe, permanent and loving home.

Mission: Court Appointed Special Advocates (CASA) of NH provides a voice for abused and neglected children and youth by empowering a statewide network of trained volunteers to advocate on their behalf so they can thrive in safe, permanent homes.

Values: In fulfilling its Vision and Mission, the entire CASA organization, its Board of Directors, staff and Volunteers is guided by the following Values: Compassion, Integrity, Honesty, Justice, Passion, Respect, Courage, Transparency.

Staff Attorney Job Description

Basic Functions:

The Staff Attorney acts as in-house counsel for CASA of NH staff and volunteers, to be available to address legal questions and concerns as they arise.

Supervision:

The Staff Attorney reports directly to the Senior Staff Attorney.

Major Duties & Responsibilities:

- Assists the Senior Staff Attorney.
- Assists in providing initial and on-going in-service training for staff and volunteers in all CASA offices on the legal process in Abuse/Neglect (RSA 169-C), Termination of Parental Rights (RSA 170-C) and Mediated Adoption (RSA 170-B: 14) proceedings.
- Represent CASA-NH in court as needed, including filing motions and memos of law and addressing legal issues that arise in individual cases.
- Accompany CASA-GALs to court if there are legal questions to be addressed.
- Review and edit reports submitted to the Court by CASA-GALs in Termination of Parental Rights proceedings.
- Helps the Permanency Specialist with the CASA-GALs to testify as witnesses in Termination of Parental Rights proceedings and any other proceeding in which they are called as a witness.
- Cultivates new and maintains current relationships with law firms for pro-bono support.
- On occasion and when requested by the CEO, attends various committee/task-force meetings.
- Assist the President/CEO with personnel and other management issues.

Knowledge & Skills:

- Experience in training/facilitating/presenting;
- Desire & ability to work with adult volunteers.

Education & Experience:

Member of the New Hampshire Bar

Minimum 2+ years' experience & knowledge regarding child protection cases.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Catholic Charities New Hampshire		1.4. Grantee Address 100 William Loeb Drive Manchester, New Hampshire 03109-5324	
1.5. Grantee Phone # (603) 663-0203	1.6. Account Number 02-2020-201510-2479-1 072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$146,540
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 David Hildebrand CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Christopher Bond		Assistant Attorney General, On: 5/9/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On:	

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of, payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete, payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS and ACCOUNTS:**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL:**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Catholic Charities New Hampshire as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart E - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E - Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance

EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds; the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2):

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens;

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDJOJ, and in the manner required by NHDJOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

EXHIBIT A

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

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for specialized legal services for immigrant victims of crime in New Hampshire including but not limited to expenses for personnel, benefits, travel, supplies and indirect costs.
2. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
3. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
4. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS -

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$146,540.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

Handwritten signature and date: 4/19/23

EXHIBIT D

DRUG-FREE WORKPLACE

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.
Place of Performance (street, address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Catholic Charities New Hampshire July 1, 2023 -- June 30, 2024
Subrecipient Name Period Covered by this Certification

David Holdenbrand, CFO
Name and Title of Authorized Subrecipient Representative

[Signature] 4/19/23
Subrecipient Representative Signature Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

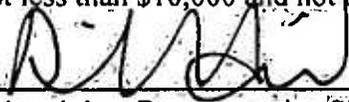
Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2022 -- June 30, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Subrecipient Representative Signature

CFO
Subrecipient's Representative Title

David Hildenbrand
Subrecipient Name

4/19/23
Date

EXHIBIT F

DEBARMENT

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

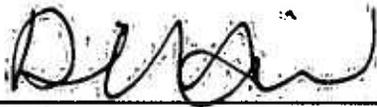
- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Subrecipient Representative Signature



Subrecipient's Representative Title



Subrecipient Name



Date

EXHIBIT H

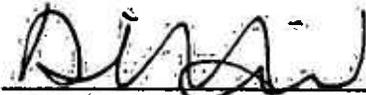
-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.



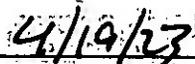
Subrecipient Representative Signature



Subrecipient's Representative Title



Subrecipient Name



Date

EXHIBIT I

Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).


Subrecipient Representative Signature


Subrecipient's Representative Title


Subrecipient Name

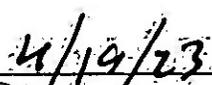

Date

EXHIBIT J

**-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE-**

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts/CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM#)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act:

EXHIBIT J

DAW
Subrecipient Representative Signature

CFO
Subrecipient's Representative Title

David Hildenbrand
Subrecipient Name

4/19/23
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: QAWDKAJYFXJ8

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Subrecipient Initial(s): DAW
Date: 4/19/23

EXHIBIT K

EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES

I, Karen D. Schoch [responsible official], certify that the Subrecipient has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eop.htm on 4-19-22 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Karen D. Schoch [official that completed training] has completed the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on 4-19-23 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application:

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

[Handwritten Signature]
4/19/23

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 28 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 1025.1(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment, or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

[Handwritten Signature]

Subrecipient Representative Signature

CFO

Title of Subrecipient Representative

David Hildenbrand

Signature

4/19/23

Date



Christine N. Danielson

[Handwritten Initials]
4/19/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE CATHOLIC CHARITIES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 07, 1946. 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: 66153

Certificate Number: 0006197335



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 April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Edward J. Powers

hereby certify

that:

(Name of the elected Officer of the Corporation/LLC cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Catholic Charities
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 14, 2022, at which a quorum of the Directors/shareholders were present and voting
(Date)

VOTED: That Thomas Blonski, Dominique Rust and David Hildenbrand (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Catholic Charities to enter into contracts or agreements with the State
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire all such limitations are expressly stated herein.

Dated: 4/18/23


Signature of Elected Officer
Name: Edward J. Powers
Title: Secretary




5/1/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2023

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).

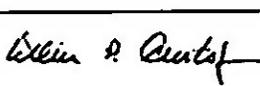
PRODUCER Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Suzanne Robotham PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: srobotham@portercurtis.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC</td> <td>10083</td> </tr> <tr> <td>INSURER B : PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPA</td> <td>10788</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC	10083	INSURER B : PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPA	10788	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED NH CATHOLIC CHARITIES - ADMINISTRATION 100 William Loeb Drive Unit 3 MANCHESTER, NH 03109														

COVERAGES **CERTIFICATE NUMBER:** C000228400 **Account:** 70000-000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		RRG 10407-26	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None Applicable PRODUCTS - COMP/OP AGG \$ None Applicable
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		N2-A3-FF-0000022-03	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$
	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 type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - Non-Medical Claims Made		RRG 10407-26	03/01/2023	03/01/2024	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with regards to Grant Agreement

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

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: August 24, 2022

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

This responds to your June 23, 2022, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2022*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a).

Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2022* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

BAKER
NEWMAN
NOYES

New Hampshire Catholic Charities

Audited Combined Financial Statements,
Supplementary Information, and Government
Reports in Accordance With Uniform Guidance

*Years Ended March 31, 2022 and 2021
With Independent Auditors' Report*

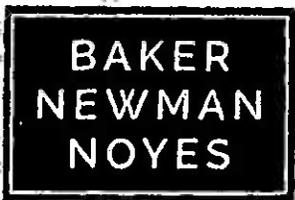
NEW HAMPSHIRE CATHOLIC CHARITIES

AUDITED COMBINED FINANCIAL STATEMENTS, SUPPLEMENTARY INFORMATION, AND GOVERNMENT REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

Years Ended March 31, 2022 and 2021

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INDEPENDENT AUDITORS' REPORT

The Board of Trustees
New Hampshire Catholic Charities

Opinion

We have audited the accompanying combined financial statements of New Hampshire Catholic Charities, d/b/a Catholic Charities New Hampshire (the Organization), which comprise the combined statements of financial position as of March 31, 2022 and 2021, the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of March 31, 2022 and 2021, and the results of their operations, their functional expenses and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

The Board of Trustees
New Hampshire Catholic Charities

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 12, 2022 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Baker Newman & Noyes, LLC

July 12, 2022, except as to the Supplementary
Schedule of Expenditures of Federal Awards and
Report on Compliance for Each Major Federal Program
for which the date is October 3, 2022

NEW HAMPSHIRE CATHOLIC CHARITIES
COMBINED STATEMENTS OF FINANCIAL POSITION

March 31, 2022 and 2021

ASSETS
(In thousands)

	<u>2022</u>	<u>2021</u>
Current assets:		
Cash and cash equivalents	\$ 31,427	\$ 28,159
Accounts receivable	4,136	4,743
Pledges and grants receivable	49	1,686
Inventory	763	1,895
Prepaid expenses	166	179
Patient, tenant and other cash held in trust	<u>435</u>	<u>432</u>
Total current assets	36,976	37,094
Restricted cash	163	163
Fixed assets:		
Land and improvements	2,384	2,215
Building and improvements	60,445	59,335
Equipment and vehicles	9,080	8,918
Furniture and fixtures	3,113	3,177
Leasehold improvements	1,379	1,273
Construction in process	<u>807</u>	<u>440</u>
	77,208	75,358
Less accumulated depreciation	<u>(38,128)</u>	<u>(35,989)</u>
Fixed assets, net	39,080	39,369
Other assets:		
Investments, at fair value	63,582	55,955
Other assets held for restrictive purposes	396	396
Other	<u>348</u>	<u>485</u>
Total other assets	64,326	56,836
Total assets	<u>\$140,545</u>	<u>\$133,462</u>

LIABILITIES AND NET ASSETS

(In thousands)

	<u>2022</u>	<u>2021</u>
Current liabilities:		
Current portion of long-term debt	\$ 692	\$ 872
Accounts payable:		
Trade	952	1,558
Other	644	744
Affiliates	83	38
Accrued salaries and wages	785	1,124
Employee benefits payable	1,172	1,252
Patient, tenant and other cash held in trust	435	432
Deferred revenue	<u>1,675</u>	<u>77</u>
Total current liabilities	6,438	6,097
Long-term debt, net of current portion:		
Principal amount	15,173	15,917
Less unamortized bond issuance costs	<u>(44)</u>	<u>(199)</u>
Long-term debt, less unamortized bond issuance costs	<u>15,129</u>	<u>15,718</u>
Total liabilities	21,567	21,815
Net assets:		
Without donor restrictions:		
Undesignated	88,518	80,110
Board-designated for capital reserves	<u>17,281</u>	<u>16,663</u>
	105,799	96,773
With donor restrictions:		
Purpose restrictions	10,678	12,295
Restricted endowment appreciation	440	518
Restricted in perpetuity – endowment	<u>2,061</u>	<u>2,061</u>
	<u>13,179</u>	<u>14,874</u>
Total net assets	<u>118,978</u>	<u>111,647</u>
Total liabilities and net assets	<u>\$140,545</u>	<u>\$133,462</u>

See accompanying notes.

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENT OF ACTIVITIES

Year Ended March 31, 2022
(In thousands)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenues, gains and other support:			
Patient and resident services	\$ 46,105	\$ -	\$ 46,105
Annual appeal	3,973	-	3,973
Bequests, donations and fundraising	13,339	1,480	14,819
In-kind donations	19,925	-	19,925
Net assets released from restrictions	3,403	(3,403)	-
Management fee income	143	-	143
COVID-19 related funding	482	-	482
Other	<u>1,618</u>	<u>-</u>	<u>1,618</u>
Total revenue, gains and other support	88,988	(1,923)	87,065
Expenses:			
Program services:			
Rehabilitation and nursing centers, including interest of \$122	37,615	-	37,615
Family services	1,088	-	1,088
Parish and community services	1,513	-	1,513
Children's school	1,745	-	1,745
Senior living communities, including interest of \$220	1,482	-	1,482
Assisted living services, including interest of \$15	1,663	-	1,663
Caregivers	432	-	432
Liberty House	1,164	-	1,164
New Generation	483	-	483
St. Jacinta Healthcare Staffing	2,368	-	2,368
Unmarried mothers and adoption	89	-	89
Food bank program	29,243	-	29,243
Food bank real estate	346	-	346
Our Place	503	-	503
Residence for infirmed priests, including interest of \$45	283	-	283
Immigration	1,052	-	1,052
Other programs	653	-	653
Fundraising:			
Annual campaign and other events	2,262	-	2,262
Support services:			
General and administrative, including interest of \$21	<u>3,231</u>	<u>1</u>	<u>3,232</u>
Total expenses	87,215	1	87,216
Investment income, net	1,111	229	1,340
Forgiveness of Paycheck Protection Program Loans	<u>6,142</u>	<u>-</u>	<u>6,142</u>
Total change in net assets	9,026	(1,695)	7,331
Net assets, beginning of year	<u>96,773</u>	<u>14,874</u>	<u>111,647</u>
Net assets, end of year	<u>\$105,799</u>	<u>\$13,179</u>	<u>\$118,978</u>
See accompanying notes.			

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENT OF ACTIVITIES

Year Ended March 31, 2021
(In thousands)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Revenues, gains and other support:			
Patient and resident services	\$46,852	\$ -	\$ 46,852
Annual appeal	3,793	-	3,793
Bequests, donations and fundraising	17,805	4,727	22,532
In-kind donations	17,618	-	17,618
Net assets released from restrictions	1,203	(1,203)	-
Management fee income	139	-	139
COVID-19 related funding	7,416	-	7,416
Other	<u>1,827</u>	<u>-</u>	<u>1,827</u>
Total revenue, gains and other support	96,653	3,524	100,177
Expenses:			
Program services:			
Rehabilitation and nursing centers, including interest of \$147	40,267	-	40,267
Family services	887	-	887
Parish and community services	1,452	-	1,452
Children's school	1,745	-	1,745
Senior living communities, including interest of \$328	1,427	-	1,427
Assisted living services, including interest of \$24	1,835	-	1,835
Caregivers	342	-	342
Liberty House	751	-	751
St. Jacinta Healthcare Staffing	1,775	-	1,775
Unmarried mothers and adoption	103	-	103
Food bank program	25,807	-	25,807
Food bank real estate	341	-	341
Our Place	468	-	468
Residence for infirmed priests, including interest of \$43	288	-	288
Immigration	980	-	980
Other programs	519	-	519
Fundraising:			
Annual campaign and other events	1,947	-	1,947
Support services:			
General and administrative, including interest of \$17	<u>3,182</u>	<u>-</u>	<u>3,182</u>
Total expenses	84,116	-	84,116
Investment income, net	<u>13,441</u>	<u>1,645</u>	<u>15,086</u>
Total change in net assets	25,978	5,169	31,147
Net assets, beginning of year	<u>70,795</u>	<u>9,705</u>	<u>80,500</u>
Net assets, end of year	<u>\$96,773</u>	<u>\$14,874</u>	<u>\$111,647</u>

See accompanying notes.

NEW HAMPSHIRE CATHOLIC CHARITIES
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
(WITH SUPPLEMENTAL COMBINING INFORMATION)

Year Ended March 31, 2022
(In thousands)

	Without Donor Restrictions								Ne Ge erat
	Supplemental Combining Information								
	Family Services	Parish and Community Services	Our Place	Residence for Infirm Priests	Immi- gration	Care- givers	Liberty House	St. Jacinta Healthcare Staffing	
Salaries and wages	\$ 657	\$ 854	\$ 275	\$ 59	\$ 659	\$ 212	\$ 430	\$ 2,031	\$
Employee benefits	116	168	62	12	132	51	95	34	
Payroll taxes	47	60	19	-	49	15	-	154	
Professional fees	-	-	-	1	-	-	5	-	
Fundraising costs	-	-	-	-	-	-	-	-	
Purchased services - healthcare	-	-	-	4	-	-	-	-	
Purchased services - COVID-19	-	-	-	-	-	-	-	-	
Financial assistance and scholarships	-	-	-	-	-	-	-	-	
Other purchased services	5	8	30	-	6	2	23	-	
Advertising and promotion	1	-	-	-	-	30	20	-	
Recruiting advertising	-	-	-	-	-	2	-	4	
Office supplies	2	3	1	1	4	2	2	-	
Healthcare supplies	-	-	-	1	-	-	-	-	
Other supplies	2	2	2	8	3	2	182	-	
Postage and shipping	-	3	-	-	1	1	6	-	
Program materials	-	-	25	-	-	2	-	-	
Printing	-	1	-	-	-	7	28	-	
Telephone	10	12	4	1	5	2	5	1	
Dues and subscriptions	1	-	-	-	17	-	-	-	
Information technology	23	25	2	3	20	8	14	14	
Rent and occupancy costs	41	64	8	40	15	30	33	7	
Equipment maintenance, repair and rentals	2	4	5	1	3	2	55	-	
Travel	5	6	2	-	1	1	4	107	
Hospitality	-	1	-	-	-	-	1	-	
Conferences and meetings	2	-	2	-	4	-	1	8	
Education and activities	-	-	-	-	-	-	-	-	
Interest	-	-	-	45	-	-	-	-	
Depreciation	-	-	6	49	-	17	192	1	
Insurance	7	9	4	9	4	6	15	7	
Miscellaneous	5	-	-	-	-	4	2	-	
Grants and awards	-	85	1	-	2	-	-	-	
Food purchases and vending	-	1	-	29	-	17	1	-	
Food donations	-	-	-	-	-	-	-	-	
Vista cost share	-	-	-	-	-	-	-	-	
Parish allocations	-	-	-	-	-	-	-	-	
Nursing facility assessment tax	-	-	-	-	-	-	-	-	
Bad debts (recoveries)	-	-	-	-	-	-	-	-	
Administration costs	159	207	54	20	126	48	48	-	
RCB sponsorship	-	-	-	-	-	-	-	-	
Bank service charges	3	-	1	-	1	1	2	-	
	<u>\$ 1,088</u>	<u>\$ 1,513</u>	<u>\$ 503</u>	<u>\$ 283</u>	<u>\$ 1,052</u>	<u>\$ 462</u>	<u>\$ 1,164</u>	<u>\$ 2,368</u>	<u>\$</u>

Without Donor Restrictions
Supplemental Combining Information

	St. Charles School	Six Reha- bilitation and Nursing Centers	Senior Living Communi- ties	Warde Assisted Living	Total Program Services	Total Fund- raising	General and Administration	Eliminations
Salaries and wages	\$ 1,154	\$ 17,015	\$ 166	\$ 917	\$26,556	\$ 1,144	\$ 2,341	\$ -
Employee benefits	192	3,320	75	106	4,742	208	392	-
Payroll taxes	81	1,247	11	53	1,888	81	160	-
Professional fees	10	127	4	4	216	-	158	-
Fundraising costs	-	-	-	-	-	373	-	-
Purchased services - healthcare	48	8,743	20	25	8,840	-	-	(2,302)
Purchased services - COVID-19	-	40	-	-	40	-	-	-
Financial assistance and scholarships	2	-	-	-	2	-	-	-
Other purchased services	-	123	16	2	696	-	18	-
Advertising and promotion	-	8	4	5	116	10	7	-
Recruiting advertising	1	100	1	14	123	-	40	-
Office supplies	5	58	2	1	94	4	9	-
Healthcare supplies	-	1,045	-	2	1,048	-	-	-
Other supplies	24	452	15	39	864	3	21	-
Postage and shipping	1	10	-	-	360	42	6	-
Program materials	5	-	-	-	93	-	-	-
Printing	-	4	-	1	468	128	8	-
Telephone	4	109	2	5	186	7	31	-
Dues and subscriptions	2	92	1	4	131	4	34	-
Information technology	12	227	13	6	468	35	194	-
Rent and occupancy costs	53	1,324	358	242	2,890	-	290	(375)
Equipment maintenance, repair and rentals	8	123	2	5	376	9	14	-
Travel	1	8	1	1	202	3	28	-
Hospitality	-	-	-	-	3	3	16	-
Conferences and meetings	8	81	-	1	149	13	83	-
Education and activities	4	-	-	-	4	-	-	-
Interest	-	122	220	15	402	-	21	-
Depreciation	97	1,185	402	57	2,509	-	215	-
Insurance	23	786	41	33	1,041	-	52	-
Miscellaneous	2	158	118	18	337	-	55	-
Grants and awards	-	-	-	-	368	39	183	-
Food purchases and vending	8	984	2	110	6,865	-	-	-
Food donations	-	-	-	-	18,690	-	-	-
Vista cost share	-	-	-	-	46	-	-	-
Parish allocations	-	-	-	-	-	35	-	-
Nursing facility assessment tax	-	2,229	-	-	2,229	-	-	-
Bad debts (recoveries)	-	189	8	(3)	194	-	-	-
Administration costs	-	-	-	-	1,068	93	(1,161)	-
RCB sponsorship	-	-	-	-	-	-	15	-
Bank service charges	-	8	-	-	95	28	1	-
	<u>\$ 1,745</u>	<u>\$ 39,917</u>	<u>\$ 1,482</u>	<u>\$ 1,663</u>	<u>\$84,399</u>	<u>\$ 2,262</u>	<u>\$ 3,231</u>	<u>\$ (2,677)</u>

See accompanying notes.

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
(WITH SUPPLEMENTAL COMBINING INFORMATION)

Year Ended March 31, 2021
(In thousands)

	Without Donor Restrictions							S Jac Healt Staj
	Supplemental Combining Information							
	Family Services	Parish and Community Services	Our Place	Residence for Infirm Priests	Immi- gration	Care- givers	Liberty House	
Salaries and wages	\$ 539	\$ 763	\$ 268	\$ 71	\$ 625	\$ 173	\$ 352	\$
Employee benefits	92	147	66	15	124	46	65	
Payroll taxes	38	53	18	1	45	12	-	
Professional fees	1	-	-	1	-	-	6	
Fundraising costs	-	-	-	-	-	1	7	
Purchased services - healthcare	-	-	-	4	-	-	-	
Purchased services - COVID-19	-	-	-	-	-	-	-	
Financial assistance and scholarships	-	-	-	-	-	-	-	
Other purchased services	31	9	26	-	7	2	10	
Advertising and promotion	1	-	-	-	-	17	25	
Recruiting advertising	1	1	-	-	-	-	-	
Office supplies	2	3	1	1	3	2	3	
Healthcare supplies	-	-	-	-	-	-	-	
Other supplies	2	4	4	8	2	2	32	
Postage and shipping	1	3	-	-	1	1	4	
Program materials	-	1	15	-	-	1	-	
Printing	7	1	-	-	1	1	13	
Telephone	9	11	4	1	7	2	4	
Dues and subscriptions	1	-	-	1	17	1	-	
Information technology	21	30	4	2	21	7	19	
Rent and occupancy costs	33	63	6	31	22	30	29	
Equipment maintenance, repair and rentals	2	3	2	1	2	2	36	
Travel	2	1	1	-	-	1	2	
Hospitality	-	-	-	-	-	-	2	
Conferences and meetings	2	-	-	-	-	-	-	
Education and activities	-	-	-	-	-	-	-	
Interest	-	-	-	43	-	-	-	
Depreciation	-	-	4	48	-	11	90	
Insurance	6	10	4	7	5	8	12	
Miscellaneous	-	-	3	-	-	1	1	
Grants and awards	-	173	-	-	-	-	2	
Food purchases and vending	-	-	-	29	-	19	-	
Food donations	-	-	-	-	-	-	-	
Vista cost share	-	-	-	-	-	-	-	
Parish allocations	-	-	-	-	-	-	-	
Nursing facility assessment tax	-	-	-	-	-	-	-	
Bad debts (recoveries)	-	-	-	-	-	-	-	
Administration costs	93	176	41	24	96	32	34	
RCB sponsorship	-	-	-	-	-	-	-	
Bank service charges	3	-	1	-	2	-	3	
	<u>\$ 887</u>	<u>\$ 1,452</u>	<u>\$ 468</u>	<u>\$ 288</u>	<u>\$ 980</u>	<u>\$ 372</u>	<u>\$ 751</u>	<u>\$</u>

Without Donor Restrictions
Supplemental Combining Information

	St. Charles School	Six Reha- bilitation and Nursing Centers	Senior Living Communi- ties	Warde Assisted Living	Total Program Services	Total Fund- raising	General and Administration	Eliminations
Salaries and wages	\$ 1,070	\$ 16,336	\$ 188	\$ 1,066	\$24,631	\$ 1,092	\$ 2,310	\$ -
Employee benefits	243	3,749	75	139	5,101	211	387	-
Payroll taxes	73	1,155	14	72	1,719	76	155	-
Professional fees	13	88	5	9	154	-	139	-
Fundraising costs	-	-	-	-	8	72	-	-
Purchased services - healthcare	57	10,343	4	16	10,424	-	-	(1,580)
Purchased services - COVID-19	-	941	-	1	942	-	-	-
Financial assistance and scholarships	2	-	-	-	2	-	-	-
Other purchased services	-	73	7	1	454	-	24	-
Advertising and promotion	-	8	3	4	105	14	2	-
Recruiting advertising	-	107	-	8	121	-	31	-
Office supplies	6	58	2	4	94	5	10	-
Healthcare supplies	-	1,194	-	5	1,199	-	-	-
Other supplies	29	471	12	46	706	-	16	-
Postage and shipping	1	13	-	-	352	48	12	-
Program materials	8	-	-	-	69	-	-	-
Printing	-	4	1	1	394	110	13	-
Telephone	4	108	3	5	178	6	25	-
Dues and subscriptions	-	90	2	6	129	3	20	-
Information technology	16	215	10	6	451	28	166	-
Rent and occupancy costs	47	1,273	323	205	2,703	-	193	(375)
Equipment maintenance, repair and rentals	5	128	3	6	331	6	12	-
Travel	2	4	-	-	80	1	20	-
Hospitality	-	-	-	-	3	3	3	-
Conferences and meetings	10	39	-	1	62	13	30	-
Education and activities	4	-	-	-	4	-	-	-
Interest	-	147	328	24	542	-	17	-
Depreciation	105	1,234	400	58	2,393	-	203	-
Insurance	20	864	41	37	1,098	-	34	-
Miscellaneous	2	161	3	3	238	-	48	-
Grants and awards	-	-	-	-	464	143	130	-
Food purchases and vending	9	945	2	108	5,679	-	-	-
Food donations	-	-	-	-	17,030	-	-	-
Vista cost share	-	-	-	-	35	-	-	-
Parish allocations	-	-	-	-	-	14	-	-
Nursing facility assessment tax	-	2,317	-	-	2,317	-	-	-
Bad debts (recoveries)	19	(226)	-	4	(203)	-	-	-
Administration costs	-	-	-	-	762	72	(834)	-
RCB sponsorship	-	-	-	-	-	-	15	-
Bank service charges	-	8	1	-	171	30	1	-
	<u>\$ 1,745</u>	<u>\$ 41,847</u>	<u>\$ 1,427</u>	<u>\$ 1,835</u>	<u>\$80,942</u>	<u>\$ 1,947</u>	<u>\$ 3,182</u>	<u>\$ (1,955)</u>

See accompanying notes.

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENTS OF CASH FLOWS

Years Ended March 31, 2022 and 2021
(In thousands)

	<u>2022</u>	<u>2021</u>
Operating activities:		
Change in net assets	\$ 7,331	\$ 31,147
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Restricted donations	(1,480)	(4,727)
Contribution of assets from acquisition	(957)	(331)
Depreciation	2,724	2,596
Amortization of bond issuance costs	2	17
Loss (gain) on investments, net	670	(13,986)
Net investment income reinvested	(1,985)	(1,177)
Forgiveness of Paycheck Protection Program Loans	(6,142)	-
Food donations received	(19,556)	(17,522)
Food donations distributed	18,690	17,030
Changes in operating assets and liabilities:		
Accounts receivable	607	773
Inventory	1,998	(501)
Prepaid expenses	13	13
Pledges and grants receivable	1,637	(1,365)
Due to/from affiliates	45	5
Other assets	137	(292)
Accounts payable and accrued expenses	(1,125)	(572)
Deferred revenue	<u>1,598</u>	<u>75</u>
Net cash provided by operating activities	4,207	11,183
Investing activities:		
Purchases of fixed assets	(1,702)	(3,849)
(Purchases) sales of investments, net	(6,051)	179
Cash change related to acquisitions	<u>(37)</u>	<u>256</u>
Net cash used by investing activities	(7,790)	(3,414)
Financing activities:		
Proceeds from issuance of long-term debt	-	207
Proceeds from Paycheck Protection Program Loans	6,142	-
Principal payments on long-term debt	(924)	(900)
Bond issuance costs, net	153	-
Restricted donations	<u>1,480</u>	<u>4,727</u>
Net cash provided by financing activities	<u>6,851</u>	<u>4,034</u>
Increase in cash, cash equivalents and restricted cash	3,268	11,803
Cash, cash equivalents and restricted cash, beginning of year	<u>28,322</u>	<u>16,519</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 31,590</u>	<u>\$ 28,322</u>

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended March 31, 2022 and 2021
(In thousands)

	<u>2022</u>	<u>2021</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>421</u>	\$ <u>542</u>
Certain assets and liabilities were acquired and recorded at their estimated fair values as a result of the acquisitions described in note 1.		
Reconciliation of the combined statements of cash flows to the combined statements of financial position:		
Cash and cash equivalents	\$ 31,427	\$ 28,159
Restricted cash	<u>163</u>	<u>163</u>
	<u>\$ 31,590</u>	<u>\$ 28,322</u>

See accompanying notes.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies

Organization

New Hampshire Catholic Charities d/b/a Catholic Charities New Hampshire (the Organization) is a nonprofit organization which provides health and social service programs to individuals throughout the State of New Hampshire. As of March 31, 2022, the Organization owns and operates the following wholly-owned agencies: six licensed rehabilitation and nursing centers, one assisted living facility, four senior living communities, a food bank and a children's school, all of which are located in New Hampshire.

The combined financial statements include the accounts of the social service activities of the Organization and its wholly-owned agencies and funds: Mount Carmel, St. Vincent de Paul, St. Ann, St. Francis, St. Teresa, and Warde Rehabilitation and Nursing Centers (collectively the Rehabilitation and Nursing Centers); Warde Assisted Living; Bishop Bradley, Bishop Primeau and Bishop Gendron Senior Living Communities and Searles Place at Warde (collectively the Senior Living Communities); St. Charles School; the New Hampshire Food Bank (the Food Bank); and the associated donor-restricted funds. Warde Rehabilitation and Nursing Center, Warde Assisted Living and Searles Place at Warde are collectively referred to herein as Warde Health Center. All significant interagency balances and transactions have been eliminated in the accompanying combined financial statements.

On October 3, 2020, the Organization entered into a program and acquisition agreement to acquire the programs and assets of Guardian Angel Thrift Shop, a nonprofit organization in New Hampshire that offers a wide range of clothing, collectibles, furniture and other household items, with proceeds supporting emergency assistance needs for individuals and families throughout the greater Berlin, New Hampshire area. There was no consideration paid for the acquisition, and the Organization received net assets with a fair value of approximately \$331.

On May 31, 2021, the Organization entered into a program and acquisition agreement to acquire the programs and assets of New Generation, Inc., a nonprofit organization in New Hampshire that operates a shelter home for pregnant women and parenting homeless women and their infants in Greenland, New Hampshire. There was no consideration paid for the acquisition, and the Organization received net assets with an estimated fair value of approximately \$957.

The Food Bank's assets, liabilities, net assets, revenues and expenses are separately stated in the combining information. Any revenue received from and expenses resulting from the capital campaign initiated by the Organization on behalf of the Food Bank were considered fundraising revenue or expense. The capital campaign funds were used to defray costs associated with the purchase and renovation of a warehouse used by the Food Bank, land improvements to the property, and fixed equipment (see note 11). These assets are considered to be owned by the Home Office. The related expenses and depreciation expense for these assets are included in the Home Office accounts. Included in the Food Bank accounts is rent expense of \$345 for both 2022 and 2021 for the use of the facility, which has been eliminated in the combined totals.

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Basis of Presentation

The accompanying combined financial statements have been prepared using the accrual basis of accounting. In accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), the Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization, or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Cash and Cash Equivalents

The Organization considers certificates of deposit and other highly liquid debt instruments with a maturity of three months or less from the date of purchase to be cash equivalents.

The Organization considers money market accounts and other highly liquid debt securities managed by its investment advisors as investments and not as cash equivalents, since it is the Organization's intention to invest these funds for long-term purposes.

The Organization customarily maintains amounts on deposit in various bank and brokerage accounts which, at times, may exceed the limit of federal deposit insurance coverage. The Organization has not experienced any losses on such accounts.

Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. Accounts receivable at March 31, 2022 and 2021 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. Certain uncollectible amounts that are not deemed to be price concessions may continue to be reported as bad debts in the accompanying combined statements of activities. At March 31, 2022 and 2021, estimated implicit price concessions of \$459 and \$337, respectively, have been recorded as reductions to accounts receivable balances to enable the Organization to record revenues and accounts receivable at the estimated amounts expected to be collected.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

A substantial portion (approximately 87% in 2022 and 85% in 2021) of accounts receivable arose from the operations of the Rehabilitation and Nursing Centers, and are primarily due from the Federal Government and the State of New Hampshire. The Organization does not generally require collateral for the extension of credit.

Pledges and Grants Receivable

Pledges receivable are recognized as revenue when the unconditional promise to give is made. Pledges are recorded at the net present value of estimated future cash flows. The Organization estimates the allowance for uncollectible pledges based on specific review, current economic conditions and historical loss factors, if applicable. See note 11.

Conditional grants are recognized as revenue when the applicable terms and conditions required to retain the grants are met. Grants earned but not yet received are recorded as grants receivable in the accompanying combined statements of financial position.

Inventory

Inventory consists primarily of food and products which are purchased for resale by the Organization and product which is donated. Inventory values for purchased products are stated at the lower of cost or net realizable value. Donated inventory items are valued at the estimated average wholesale value of one pound of donated product as outlined in the "Product Valuation Survey Methodology," prepared by Feeding America, of which the Food Bank is a member. The Organization may provide for an allowance for obsolescence based on specific review and historical loss factors. Management determined that no allowance for inventory obsolescence was required at March 31, 2022 and 2021.

Fixed Assets

It is the Organization's policy to capitalize fixed assets over five hundred dollars. Lesser amounts are charged to operations. Fixed assets are capitalized at cost if purchased or at their estimated fair value if the assets are donated.

The Organization provides for depreciation of its fixed assets on the straight-line method by charges to expense in amounts estimated to recover the initial carrying value of the assets over their estimated useful lives. Depreciation expense was \$2,724 in 2022 and \$2,596 in 2021.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Investments

Investments are carried at fair value in the accompanying combined statements of financial position. See note 12 for fair value measurement disclosures for investments. The Organization classifies its investments as trading securities. Investment income (loss) (including realized and unrealized gains and losses on investments, interest and dividends) is included as a component of the change in net assets without donor restrictions unless the income is restricted by donor or law.

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

Bond Issuance Costs

Bond issuance costs incurred to obtain financing for capital projects are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the bonds.

Functional Allocation of Expenses

The Home Office allocates employee salaries to various salary expense classifications. This allocation is based on management estimates of the percentage of time each individual devotes to each type of service. The Home Office also allocates administrative expenses to the various programs based on estimates made by management of the Organization.

Patient and Resident Services Revenue

Patient and resident services revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient and resident care. These amounts are due from patients, third-party payors and others. Revenue is recognized as the performance obligations are satisfied. The Organization determined that the services provided under the contracts with patients and residents are considered one performance obligation. Revenue is recognized when the performance obligation is satisfied by transferring control of the service provided to the resident or patient, which is generally when services are provided over the duration of care. The Organization also provides certain ancillary services which are treated as a separate performance obligation satisfied at a point in time, if and when those services are rendered.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Patient and resident services revenue includes income earned from the care of private paying residents and residents covered under the Federal Medicare Program or the State of New Hampshire Medicaid Program as reimbursement of costs incurred in the care of residents in the Rehabilitation and Nursing Centers. The Federal Government and the State of New Hampshire set the rate of reimbursement for the care of residents eligible under the Medicare and Medicaid Programs, respectively. These rates may be less than the actual costs incurred by the facilities to care for the residents. Approximately 72% and 73% of patient and resident services revenue was derived from the Medicaid and Medicare programs for the years ended March 31, 2022 and 2021, respectively. Total patient and resident services revenue of the Rehabilitation and Nursing Centers was \$40,725 in 2022 and \$41,539 in 2021.

For the skilled nursing facility (SNF) services provided, the Organization is paid a predetermined fixed daily rate for private pay residents. The Organization is also paid fixed daily rates from Medicare and Medicaid. Rate adjustments from Medicare or Medicaid are recorded when known (without regard to when the assessment is paid or withheld), and subsequent adjustments to these amounts are recorded in revenues when known. Billings under certain of these programs are subject to audit and possible retroactive adjustment, and related revenue is recorded at the amount the Organization ultimately expects to receive, which is inclusive of the estimated retroactive adjustments or refunds, if any, under reimbursement programs. Retroactive adjustments are recorded on an estimated basis in the period the related services are rendered and adjusted in future periods or as final settlements are determined. Such adjustments were not significant for 2022 and 2021.

The State of New Hampshire imposes a 5.5% assessment on the patient and resident services revenue of nursing facilities as a means to potentially increase Medicaid reimbursement rates through quality incentive revenue payments. The accompanying combined statements of activities include the following amounts related to this legislation:

	<u>2022</u>	<u>2021</u>
Quality incentive revenue (included in patient and resident services revenue)	\$ 5,373	\$ 4,970
Nursing facility assessment tax (included in rehabilitation and nursing centers expenses)	<u>(2,229)</u>	<u>(2,317)</u>
Net effect on combined statements of activities	<u>\$ 3,144</u>	<u>\$ 2,653</u>

At March 31, 2022 and 2021, the Rehabilitation and Nursing Centers were due \$1,329 and \$1,117, respectively, in quality incentive revenue and owed \$529 and \$540, respectively, for nursing facility assessment tax. These amounts are included in accounts receivable and accounts payable, respectively, in the accompanying combined statements of financial position.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates may change by a material amount in the near term.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Income Taxes

The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been recorded in the accompanying combined financial statements. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the accompanying combined financial statements.

Donated Goods and Services

Donated goods and services are reported as support at estimated fair value at the date of the gift. During the years ended March 31, 2022 and 2021, the Food Bank received approximately \$19,556 and \$17,522, respectively, of donated product. The approximate average wholesale value of one pound of donated product at the national level, which was determined to be \$1.79 in 2022 and \$1.74 in 2021, was based on a study performed by Feeding America, of which the Food Bank is a member.

Food donations are reported as a program expense when the food is distributed to local distribution centers and needy individuals. During the years ended March 31, 2022 and 2021, the Food Bank distributed approximately \$18,690 and \$17,030, respectively, of donated product.

Exclusive of the donated food, other in-kind donations and services for which fair value can be validated and requiring special expertise have been reflected in the accompanying combined financial statements at their estimated fair value. For the years ended March 31, 2022 and 2021, the Organization received approximately \$369 and \$96 in other donated goods and services, respectively.

In addition, a number of individuals and organizations have volunteered their services to the Organization. For those services that do not require special expertise, the estimated value of such donated services has not been recorded in the accompanying combined financial statements.

Restricted Support

The Organization reports gifts of cash, fixed assets and other assets as donor-restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without donor restrictions in the combined statements of activities as net assets released from restrictions. In the absence of donor-imposed stipulations regarding how long donated fixed assets must be used, the Organization has adopted a policy of reporting the expiration of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization has adopted a policy of treating donor-restricted donations, whose restrictions are met within the same year, as donations within net assets without donor restrictions in the accompanying combined statements of activities.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Net assets with donor restrictions were available for the following purposes at March 31:

	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purposes:		
Educational scholarships	\$ 339	\$ 327
Benefit of children	962	971
Benefit of elderly	2,864	2,762
Food bank	3,246	5,034
Other	<u>3,267</u>	<u>3,201</u>
	<u>\$10,678</u>	<u>\$12,295</u>
Restricted endowment:		
Benefit of elderly	\$ 587	\$ 605
Benefit of children	756	777
Charitable programs	1,117	1,157
Other	<u>41</u>	<u>40</u>
	<u>\$ 2,501</u>	<u>\$ 2,579</u>

Net assets were released from donor restrictions as follows for the years ended March 31:

	<u>2022</u>	<u>2021</u>
Satisfaction of donor restrictions	\$ 3,231	\$ 1,103
Release of appropriated endowment funds	<u>172</u>	<u>100</u>
	<u>\$ 3,403</u>	<u>\$ 1,203</u>

Use of Estimates

The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Annual Campaign

The Organization solicits donations from the general public during its annual campaign. Pledges from the annual campaign that remain uncollected as of the end of the year are recorded in the accompanying combined financial statements at their estimated net collectible amounts.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Board Designated Net Assets

The Organization's Board of Trustees has designated certain assets be held and used for future long-term capital expenditures of the Rehabilitation and Nursing Centers and the Senior Living Communities. These assets totaled \$17,281 and \$16,663 at March 31, 2022 and 2021, respectively, and are included in investments in the accompanying combined statements of financial position.

Advertising Costs

It is the Organization's policy to expense advertising and promotion costs as incurred. Advertising and promotion costs were \$133 and \$121 in 2022 and 2021, respectively.

New Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the Organization beginning April 1, 2022. The guidance may be adopted retrospectively. Management expects the adoption of this ASU to result in the recognition of a liability and offsetting right-of-use asset totaling approximately \$3.5 million.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the combined statement of activities and disclose the amount of contributed nonfinancial assets recognized within the combined statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Organization beginning April 1, 2022. The adoption of ASU 2020-07 is not expected to have a significant impact on its combined financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of the coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and financial markets. Patient volumes and the related revenues for most services were impacted for a period of time during the 2021 fiscal year as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that caused many people to remain at home and forced the closure of or limitations on certain businesses. While patient volumes and revenues have since experienced gradual improvement that has continued through the end of the 2022 fiscal year, uncertainty still exists as the future is unpredictable. The Organization's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Since the declaration of the pandemic, the Organization has received the following sources of funding:

- The Rehabilitation and Nursing Centers received approximately \$1.6 million and \$3.4 million in 2022 and 2021, respectively, from the United States Department of Health and Human Services (DHHS) under the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) Provider Relief Fund.
- The Rehabilitation and Nursing Centers were awarded approximately \$0.4 million and \$1.5 million in 2022 and 2021, respectively, from the Governor's Office of Emergency Relief and Recovery (GOFERR) under the COVID-19 Impact Long-Term Care Program (2022) and Healthcare System Relief Fund (2021), as provided for under the CARES Act.
- The Rehabilitation and Nursing Centers were reimbursed approximately \$0.8 million in 2021 from the New Hampshire DHHS Long-Term Care Facility COVID-19 Testing Program under the CARES Act.
- The Rehabilitation and Nursing Centers and the Home office obtained approximately \$6.1 million in 2022 in Paycheck Protection Program (PPP) Loans established by the CARES Act (forgiven during 2022 as discussed in note 10).
- The Home Office was awarded approximately \$0.6 million in 2021 from GOFERR under the Nonprofit Relief Fund, as provided for under the CARES Act.
- St. Charles School was awarded approximately \$33 (thousand) in 2021 from GOFERR under the Special Ed Provider Relief Fund, as provided for under the CARES Act.
- Liberty House was awarded approximately \$1.1 million in 2021 in funding from GOFERR. This was a subrecipient award allocated to Liberty House by another agency under the CARES Act. The grant funds were specifically for the support of service members, veterans and/or their families in New Hampshire, principally by providing certain programs and services to address the increased adverse effects of homelessness and/or mental health issues that past or current military service members and their families experienced due to the COVID-19 pandemic.

Distributions from the Provider Relief Fund and GOFERR are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for COVID-19 related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and GOFERR and the impact of the pandemic on operating results through March 31, 2022 and 2021, the Organization recognized approximately \$482 (thousand) and \$7.4 million related to these funds, which is recorded within revenue, gains and other support in the combined statements of activities for the years ended March 31, 2022 and 2021, respectively.

The Organization will continue to monitor compliance with the terms and conditions of the Provider Relief Fund, GOFERR grants, and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the Organization is unable to attest to or comply with current or future terms and conditions, the Organization's ability to retain some or all of the distributions received may be impacted.

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the combined financial statements. Management has evaluated subsequent events through July 12, 2022, which is the date the combined financial statements were available to be issued.

Subsequent to year end, in June 2022, the Food Bank was notified that it had been awarded \$880,000 in grant funding under the Local Food Purchase Assistance Cooperative Agreement Program (the Program). Under the Program, the NH Department of Agriculture, Markets and Food (NHDAMF) will collaborate with the Food Bank and its partners on the expansion of NH Feeding NH. NHDAMF will subaward procurement activities for this grant to the Food Bank, which will use its NH Feeding NH program to distribute funds to its network of more than 400 partner agencies. The Program's funding is expected to be expended over a two-year period.

2. Liquidity and Availability

At March 31, 2022, the Organization has \$29,775 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditure. These financial assets consist of unrestricted cash of \$25,639 and accounts receivable of \$4,136. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Organization's goal is generally to structure its financial assets to be available as its general expenditures, liabilities and other obligations become due. As part of its liquidity plan, excess cash is invested in higher yield cash and cash equivalents, including time deposit accounts. In addition, as previously discussed, the Organization has board designated net assets without donor restrictions totaling \$17,281 at March 31, 2022 that may be utilized to help fund both operational needs and/or capital projects, as necessary.

The Organization's endowment funds consist of donor-restricted endowments. Income from donor-restricted endowments is restricted for specific purposes and is not available for general expenditures.

3. Annual Campaign

The annual campaign to raise funds by voluntary contributions from individuals and businesses throughout the State of New Hampshire begins in April of each year. For the years ended March 31, 2022 and 2021, recorded contributions of \$3,973 and \$3,793, respectively, included amounts collected by parishes of the Diocese of Manchester, New Hampshire (the Diocese) on behalf of the Organization. Starting in fiscal year 2023, the parish appeal portion of the annual campaign is changing, which could impact the amount of funds raised by the Organization going forward.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

4. Investments

The Organization and its wholly-owned agencies deposit money into the Catholic Charities Investment Fund (the Fund). The Fund pools all of the money received and invests in various securities in accordance with the Organization's investment policy. The investment income (loss) of the Fund is allocated to each agency based on their percentage share of the total Fund. Beginning in fiscal year 2022, the Food Bank also maintains its own investment fund.

The investments reported in the accompanying combined statements of financial position include the securities held in the Fund and by the Food Bank, in addition to other investments held by the Organization, including investments held in the donor-restricted funds.

Investments that individually exceed 10% of total investments include the State Street Russell 3000 Screened Index Non-Lending Common Trust Fund at March 31, 2022 and 2021.

5. Related Party Transactions

Through October 2020, the Organization's main office was located in facilities owned and shared by the Diocese, an organization related through common governance. The Organization reimbursed the Diocese for a portion of the operating costs of the facility, which amounted to approximately \$74 in 2021. The Organization also pays premiums for property, liability and automobile insurance to the Diocese. The Diocese is self-insured up to a maximum amount per occurrence and has secured insurance to provide for losses over this amount. The premiums are expensed by the Organization over the term of coverage. Total property, liability and automobile insurance billed by the Diocese was \$1,093 and \$1,132 in 2022 and 2021, respectively.

The Organization's professional liability insurance provides coverage on a claims-made basis. As of March 31, 2022, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents for which a loss accrual has not been made. The Organization intends to continue this coverage through the Diocese and anticipates that such coverage will remain available.

6. Retirement Plan

The Organization has a contributory defined contribution retirement plan. The Organization's eligible employees may participate in this plan by deferring a portion of their pay as plan contributions. The Organization also makes contributions to the plan equal to 3% of the eligible employees' gross wages. The total expense for the years ended March 31, 2022 and 2021 was \$682 and \$721, respectively.

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

7. Commitments

The Organization rents office space throughout the State of New Hampshire under long-term and tenant at will agreements from various religious organizations and third parties. The total rent expense for the years ended March 31, 2022 and 2021 was \$371 and \$271, respectively, for these leases. In addition, the Organization leased land for \$25 in both 2022 and 2021, under a lease which expires in 2083. The Organization also leased various vehicles under agreements that expire through 2029. Vehicle lease payments totaled \$69 and \$64 in 2022 and 2021, respectively. The following is a summary of noncancelable future minimum rent payments for the above leases for each of the next five years ending March 31 and thereafter:

2023	\$ 328
2024	310
2025	277
2026	261
2027	261
Thereafter	<u>3,233</u>
	<u>\$ 4,670</u>

8. Compensated Absences

It is the Organization's policy to accrue for compensated absences as time is earned based upon length of employment. Effective July 1, 2016, the maximum accrual for most employees at the Organization is capped at one year of accrued and unused compensated absences. An accrual for compensated absences, inclusive of vacation, earned but not taken of \$1,172 in 2022 and \$1,252 in 2021 has been included in the accompanying combined statements of financial position.

9. Other Assets Held for Restrictive Purposes

Other assets held for restricted purposes are to be held in perpetuity and consisted of the following at March 31:

	<u>2022</u>	<u>2021</u>
Cash – operating account	\$ 394	\$ 394
Certificate of deposit	<u>2</u>	<u>2</u>
	<u>\$ 396</u>	<u>\$ 396</u>

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

10. Long-Term Debt

In August 2015, the New Hampshire Health and Education Facilities Authority (NHHEFA) issued \$15.5 million of bonds which were purchased by a local bank in a private placement. The proceeds of the bond were then loaned to the Organization. The loan is collateralized by a security interest in all of the business assets of the Organization, as defined, which include accounts receivable, inventory, equipment, furniture and gross receipts. The loan is also collateralized by a mortgage lien on the land and buildings of Mt. Carmel, St. Ann and St. Teresa. The loan carried an initial fixed interest rate of 2.93% through August 1, 2030 and requires monthly installments for principal and interest based on a 25-year amortization period. The maturity date of the bond is August 1, 2045, however, the bond provided for a tender date on August 1, 2030. On May 1, 2021, the Organization reissued the 2015 NHHEFA Bonds at the amounts outstanding as of that date totaling \$12,181. The interest rate was reset effective May 14, 2021 to 2.21%, with an interest reset date and tender date of May 14, 2026. At the tender date, the bank that purchased the bond may renegotiate the interest rate or other terms of the bond. The bank may waive the mandatory tender, at its discretion, if the Organization submits a request not earlier than two years prior to the mandatory tender date. The bond can be repaid at any time provided the Organization gives the bank 30 days' notice. The outstanding balance related to this bond issuance totaled \$11,388 and \$12,252 at March 31, 2022 and 2021, respectively.

In October 2018, NHHEFA issued revenue bonds not to exceed \$3.1 million, which were purchased by a local bank in a private placement. The bonds were structured as draw-down bonds and the final draw was to be made no later than April 1, 2020. The bonds were issued to assist the Organization in the funding of certain construction projects at Warde Health Center, including the construction of twenty-one independent living units, and to pay certain costs of issuing the bonds. The bonds are collateralized by a security interest in substantially all of the business assets of the Organization, as defined, which include accounts receivable, inventory, equipment, furniture and gross receipts. The bonds are also collateralized by a mortgage lien on the land and buildings of St. Vincent de Paul. The bonds carried an initial fixed interest rate of 4.11% through October 1, 2028 and required monthly installments for principal and interest beginning April 1, 2020. The maturity date of the bonds is October 1, 2048, however, there was an initial mandatory tender date on October 1, 2028. On May 1, 2021, the Organization reissued the 2018 NHHEFA Bonds at the amounts outstanding as of that date totaling \$3,302. The interest rate was reset effective May 14, 2021 to 2.20% through an initial mandatory tender date of May 14, 2026. At the tender date, the bank that purchased the bonds may renegotiate the interest rate or other terms of the bonds. The bank may waive the mandatory tender, at its discretion, if the Organization submits a request not earlier than two years prior to the mandatory tender date. The bonds can be repaid at any time provided that the Organization gives the bank 30 days' notice. The outstanding balance related to this issuance totaled \$2,977 and \$3,037 at March 31, 2022 and 2021, respectively.

The NHHEFA loan agreements contain, among other things, certain restrictions and covenants which must be met by the Organization as to the use of bond proceeds, fixed asset additions and dispositions, the incurring of additional debt, the maintenance of a 1.15 ratio of aggregate income available for debt service to annual debt service, as defined, and the maintenance of minimum days cash on hand of no less than sixty-five days, as defined. The Organization was in compliance with its loan covenants at March 31, 2022 and 2021.

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

10. Long-Term Debt (Continued)

In January 2019, the Organization entered into a loan agreement with the Roman Catholic Bishop of Manchester (RCBM). As discussed above, the Organization had an ongoing construction project at Warde Health Center, which included providing new residences for retired Roman Catholic priests. RCBM has agreed to assist in funding this renovation by lending the Organization up to \$1.5 million. The term of the loan is for 20 years, with the final payment due and payable on December 31, 2038. The interest rate is fixed at 3%. Every five years during the term of the loan, one-quarter of the loan principal balance will be forgiven by RCBM. If, at any future date, the Organization ceases to operate the residences for retired priests at Warde Health Center during the term of the loan, the then outstanding principal and interest balance will become immediately due and payable to RCBM. As of March 31, 2022 and 2021, RCBM has provided funding to the Organization totaling \$1,500, which is reflected within long-term debt in the accompanying combined statements of financial position.

The future principal maturities of long-term debt, excluding the RCBM loan, which management of the Organization expects will be forgiven, for the next five years ended March 31 and thereafter are as follows:

2023	\$ 692
2024	568
2025	585
2026	602
2027	619
Thereafter	<u>11,299</u>
	<u>\$14,365</u>

Paycheck Protection Program (PPP) Loans

In April 2021, the Organization entered into various promissory notes for unsecured loans in an amount totaling approximately \$6.1 million under the second draw provisions of the PPP established by the CARES Act and administered by the Small Business Administration (SBA). The PPP provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are potentially forgivable as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities during a specified period beginning on the date of receipt of the PPP loan and ending no later than September 30, 2021. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the measurement period. The unforgiven portion of the PPP loan bears interest at 1%.

In October 2021, the Organization received notification of forgiveness from the SBA. Upon such notification, the Organization recognized approximately \$6.1 million as revenue related to the forgiveness in the accompanying 2022 combined statement of activities.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

11. Pledges and Grants Receivable

Pledges receivable at March 31, 2022 and 2021 include unconditional promises to give in subsequent years. Management has evaluated the outstanding pledges based on the history of the relationship with the donor and the status of the pledges and has deemed all pledges to be collectible. All pledges receivable are classified as current in the accompanying combined statements of financial position as of March 31, 2022 and 2021 and totaled \$49 and \$136, respectively.

The Food Bank was awarded a grant totaling \$1,550 as of March 31, 2021. The grant was earned in fiscal year 2021 and classified as a grant receivable in the accompanying combined statements of financial position as of March 31, 2021. This grant was paid to the Food Bank during fiscal year 2022.

12. Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of nonperformance risk including the Organization's own credit risk.

The fair value hierarchy for valuation inputs prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

12. Fair Value Measurements (Continued)

For the fiscal years ended March 31, 2022 and 2021, the application of valuation techniques applied to similar assets has been consistent. The following presents the balances of assets measured at fair value on a recurring basis at March 31:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2022</u>				
Cash and cash equivalents	\$ 138	\$ -	\$ -	\$ 138
Common equity securities	26	-	-	26
Equity mutual funds	10,678	-	-	10,678
International equity mutual funds	12,558	-	-	12,558
Fixed income mutual funds	11,617	-	-	11,617
Exchange traded funds - other	2,391	-	-	2,391
Exchange traded funds - equity	<u>8,702</u>	<u>-</u>	<u>-</u>	<u>8,702</u>
Investments measured at fair value	<u>\$46,110</u>	<u>\$-</u>	<u>\$-</u>	46,110
Investments measured at net asset value				<u>17,472</u>
Total investments				<u>\$63,582</u>
<u>2021</u>				
Cash and cash equivalents	\$ 114	\$ 71	\$ -	\$ 185
Common equity securities	21	-	-	21
U.S. Government and agency obligations	-	203	-	203
Corporate bonds	359	-	-	359
Equity mutual funds	8,758	-	-	8,758
International equity mutual funds	9,278	-	-	9,278
Fixed income mutual funds	14,178	-	-	14,178
Exchange traded funds - other	1,970	-	-	1,970
Exchange traded funds - equity	<u>5,184</u>	<u>-</u>	<u>-</u>	<u>5,184</u>
Investments measured at fair value	<u>\$39,862</u>	<u>\$274</u>	<u>\$-</u>	40,136
Investments measured at net asset value				<u>15,819</u>
Total investments				<u>\$55,955</u>

Investments measured at net asset value (NAV) include an equity mutual fund at March 31, 2022 and 2021. The NAV is used as a practical expedient to estimate fair value and is generally determined using audited financial statements of the fund and/or recently settled transactions. The equity mutual fund invests with the objective of approximating, before expenses, the Russell 3000 Index, over the long term and implements a screen of certain social and environmental criteria. The pooled international equity fund invests in a diversified portfolio of equity securities of non-tobacco companies located in any country other than the United States.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

12. Fair Value Measurements (Continued)

The following table summarizes investments for which fair value is measured using the NAV per share practical expedient as of March 31:

	<u>Fair Value</u>	<u>Unfunded Commitment</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
<u>2022</u>				
Equity market fund	\$ <u>17,472</u>	\$ <u>-</u>	Daily	N/A
<u>2021</u>				
Equity market fund	\$ <u>15,819</u>	\$ <u>-</u>	Daily	N/A

13. Donor-Designated Endowments

The Board of Trustees has determined that the majority of the Organization's net assets with donor restrictions restricted in perpetuity meets the definition of endowment funds under the *Uniform Prudent Management of Institutional Funds Act of 2006* (UPMIFA). The Organization's endowments consist of six individual funds established for a variety of purposes. The net assets associated with these endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees of the Organization has interpreted the *State Prudent Management of Institutional Funds Act* (SPMIFA) as requiring the preservation of the fair value of the original gift as of the date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization retains in perpetuity (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not retained in perpetuity is subject to expenditure by the Organization in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

13. Donor-Designated Endowments (Continued)

All of the Organization's endowment funds are donor-restricted. The Organization does not have any board-designated or endowments without donor restrictions at March 31, 2022 and 2021. The endowment net assets as of March 31, 2022 and 2021 are as follows:

	<u>With Donor Restrictions</u>
<u>2022</u>	
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ 2,061
Accumulated investment gains	<u>440</u>
	<u>\$ 2,501</u>
 <u>2021</u>	
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ 2,061
Accumulated investment gains	<u>518</u>
	<u>\$ 2,579</u>

The changes in endowment net assets for the years ended March 31, 2022 and 2021 are as follows:

	<u>With Donor Restrictions</u>
Endowment net assets, March 31, 2020	\$ 2,001
Investment gain, net	678
Amounts appropriated for expenditure	<u>(100)</u>
Endowment net assets, March 31, 2021	2,579
Investment gain, net	94
Amounts appropriated for expenditure	<u>(172)</u>
Endowment net assets, March 31, 2022	<u>\$ 2,501</u>

NEW HAMPSHIRE CATHOLIC CHARITIES
NOTES TO COMBINED FINANCIAL STATEMENTS

March 31, 2022 and 2021
(In Thousands)

13. Donor-Designated Endowments (Continued)

Investment Return Objectives, Risk Parameters and Strategies: The Organization has adopted, with the approval of the Board of Trustees, investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, consisting mainly of mutual funds that are intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution not exceeding 7%, while growing the funds if possible. Therefore, the Organization expects its endowment assets, over time, to produce a rate of return sufficient to provide for the annual distribution. Investment risk is measured in terms of the total endowment funds. Investment assets, and allocation between asset classes and strategies, are managed so the fund is not exposed to unacceptable levels of risk.

Spending Policy: The Organization has a policy of appropriating for distribution each year an amount not to exceed 7% of its endowment fund's average fair value of the prior 12 quarters through the fiscal year end preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, some of which must be maintained in perpetuity because of donor-restrictions, the possible effects of inflation, and the provisions of SPMIFA. The Organization has integrated SPMIFA to permit spending from underwater endowments in accordance with prudent measures required by law. No such spending occurred in 2022 and 2021.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. At March 31, 2022 and 2021, there were no deficiencies in individual donor-restricted endowment funds.

14. Major Suppliers

As a member of Feeding America, the national network of food banks, the Food Bank gains access to otherwise unattainable food donations and potential funding. The Food Bank is able to use the national resources of Feeding America to negotiate wholesale food prices and supply their agencies with high-value items at a substantial discount. Partner retailers who only donate to Feeding America members made food donations to the Food Bank totaling approximately \$12,253 and \$7,039 for the years ended March 31, 2022 and 2021, respectively. These donations represented approximately 62% and 40% of the total donated food received for the years ended March 31, 2022 and 2021, respectively.

NEW HAMPSHIRE CATHOLIC CHARITIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended March 31, 2022

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Assistance Listing Number</u>	<u>Direct Award or Pass-Through Award Identifying Number</u>	<u>Total Federal Expenditures</u>
Corporation for National and Community Service: Direct program: AmeriCorps VISTA	94.013	19VSAHN001	\$ 65,298
U.S. Department of Agriculture: Passed through the NH Department of Education: Summer Food Service Program for Children	10.559	N/A	56,626
U.S. Department of Justice: Passed through the NH Department of Justice: Crime Victim Assistance (VOCA)	16.575	02-20-20-201510- 5021-072-500575	138,064
U.S. Department of Transportation: Passed through the NH Department of Transportation: Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	N/A	19,558
U.S. Department of Treasury: Passed through the Governor's Office Emergency Relief and Recovery (GOFERR): Coronavirus Relief Fund: COVID-19 Impact Long Term Care Program COVID-19 Shelter Impact Program	21.019 21.019	COVID-19 COVID-19	420,000 <u>7,926</u> 427,926
Total U.S. Department of Treasury			427,926
U.S. Department of Health and Human Services: Direct program: COVID-19 Provider Relief Funds COVID-19 Provider Relief Funds COVID-19 Provider Relief Funds	93.498 93.498 93.498	Period 1 General Period 1 Targeted Period 2 Infection Control	930,814* 1,275,000* <u>689,622*</u> <u>2,895,436</u>
Total U.S. Department of Health and Human Services			<u>2,895,436</u>
Total expenditures of federal awards			<u>\$3,602,908</u>

* Major program

See notes to this schedule.

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended March 31, 2022

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of New Hampshire Catholic Charities, d/b/a Catholic Charities New Hampshire (the Organization) for the year beginning April 1, 2021 and ending March 31, 2022, and is presented on the accrual basis of accounting. The Schedule includes all applicable federal awards to the Organization. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Since the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, results of operations, changes in net assets or cash flows of the Organization.

For purposes of the Schedule, federal awards include all grants, contracts and similar agreements entered into directly between the Organization and agencies and departments of the federal government and all subawards to the Organization by nonfederal organizations pursuant to federal grants, contracts and similar agreements.

2. Summary of Significant Accounting Policies

Expenditures for direct and indirect costs are recognized as incurred using the accrual method of accounting and the cost accounting principles contained in Uniform Guidance, as applicable. Under these cost principles, certain types of expenditures are not allowable or are limited as to reimbursement. The categorization of expenditures by program included in the Schedule is based upon the Assistance Listing Number (ALN). The Organization has elected to use the de minimis indirect cost rate of 10% as allowed under the Uniform Guidance. No grant monies expended and reported within the Schedule were passed-through to subrecipients.

3. Pass-Through Awards

The Organization receives certain federal awards in the form of pass-through awards. Such amounts received as pass-through awards are specifically identified on the Schedule.

4. Donated Personal Protective Equipment (PPE) (Unaudited)

During the year ended March 31, 2022, the Organization did not receive donated PPE.

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended March 31, 2022

5. United States Department of Health and Human Services Coronavirus Aid Relief and Economic Securities (CARES) Act

The Schedule includes grant activity related to the United States Department of Health and Human Services CARES Act ALN 93.498, Provider Relief Funds (PRF). As required by the 2021 OMB Compliance Supplement, the Schedule includes all PRF received between April 10, 2020 and June 30, 2020 (Reporting Period 1), and expended by June 30, 2021, and all PRF received between July 1, 2020 and December 31, 2020 (Reporting Period 2), and expended by December 31, 2021. The PRF funds were used to cover direct expenditures and lost revenues. The following is a summary of the reported PRF included within the Schedule for the year ended March 31, 2022:

<u>Entity</u>	<u>TIN</u>	<u>Amount</u>	<u>Reporting Period</u>
New Hampshire Catholic Charities Rehabilitation and Nursing Centers:	02-0222163	\$930,814	Period 1 – General
Mt. Carmel	02-0276834	355,000	Period 1 – Targeted
St. Ann	02-0244589	185,000	Period 1 – Targeted
St. Francis	02-0222187	177,500	Period 1 – Targeted
St. Teresa	02-0222158	177,500	Period 1 – Targeted
St. Vincent de Paul Warde	02-6006981 47-2733133	250,000 130,000	Period 1 – Targeted
Mt. Carmel	02-0276834	197,716	Period 2 – Infection Control
St. Ann	02-0244589	95,605	Period 2 – Infection Control
St. Francis	02-0222187	95,093	Period 2 – Infection Control
St. Teresa	02-0222158	88,636	Period 2 – Infection Control
St. Vincent de Paul Warde	02-6006981 47-2733133	145,121 67,451	Period 2 – Infection Control

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Trustees
New Hampshire Catholic Charities

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the combined financial statements of New Hampshire Catholic Charities, d/b/a Catholic Charities New Hampshire (the Organization), which comprise the combined statement of financial position as of March 31, 2022, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements (collectively, the financial statements), and have issued our report thereon dated July 12, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Board of Trustees
New Hampshire Catholic Charities

Report on Compliance and Other Matters

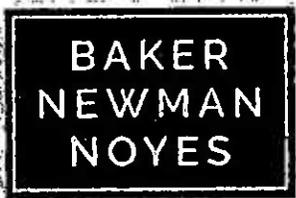
As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Newman & Noyes LLC

Manchester, New Hampshire
July 12, 2022



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Trustees
New Hampshire Catholic Charities

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited New Hampshire Catholic Charities', d/b/a Catholic Charities New Hampshire (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended March 31, 2022. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

To the Board of Trustees
New Hampshire Catholic Charities

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

To the Board of Trustees
New Hampshire Catholic Charities

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibility for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Baker, Newman & Noyes LLC

Manchester, New Hampshire
October 3, 2022

NEW HAMPSHIRE CATHOLIC CHARITIES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended March 31, 2022

I. Summary of Auditors' Results

Financial Statements:

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards:

Internal control over major federal programs:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified? yes none reported

Type of auditors' report issued on compliance for major federal programs: *Unmodified*

- Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200 516(a)? yes no

Identification of Major Programs:

<u>ALN</u>	<u>Name of Federal Program or Cluster</u>
93.498	United States Department of Health and Human Services COVID-19 Provider Relief Funds

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? yes no

II. Financial Statement Findings

None.

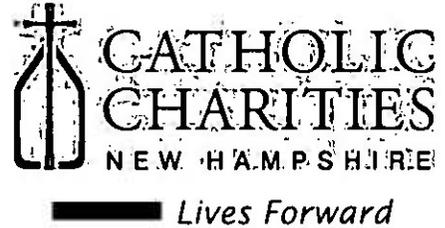
III. Federal Award Findings and Questioned Costs

None.

NEW HAMPSHIRE CATHOLIC CHARITIES
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended March 31, 2022

There were no reported findings from the prior period.



BOARD OF TRUSTEES
Board Member / Affiliations

Most Rev. Peter Anthony Libasci, DD / Chair / Roman Catholic Diocese of Manchester (ex officio)

Very Rev. Jason Jalbert / Vicar General / Roman Catholic Diocese of Manchester (ex officio)

Russ Ouellette / Vice Chair / Sojourn Partners

Dr. Susan D. Huard / Deputy Vice Chair / Retired from Community College System of NH

E.J. Powers / Secretary / Montagne Communications

Patrick "JP" H. Ford, III / Treasurer / Lodging Econometrics

Thomas E. Blonski / President and CEO / Catholic Charities New Hampshire (ex officio)

Kevin F. Barrett, CPA / Management & financial consultant

Dean Christon / Retired from New Hampshire Housing Finance Authority

Adam Coughlin / York IE

Kate Baker Demers / Children's Scholarship Fund New Hampshire

Dr. Kevin P. Desrosiers / Elliot Hospital and Elliot Medical Group's Acute Care Services

Tina Legere / Catholic Medical Center

Jeff McLean / Jeff McLean, LLC

Catharine Mirabile / CGI Business Solutions

Fr. Andrew Nelson / St. Ignatius of Loyola

Ken Senus / Executive Vice President, Chief Operating Officer, St. Mary's Bank

Key Personnel and Salaries

Kimberly George, J.D. - Project Manager: \$105,014 annual salary

Basra Mohamed, J.D. - Supervising Attorney: \$80,007 annual salary

Meaghan Silva - Project Attorney: \$62,517 annual salary

To be hired - Project Paralegal: \$45,000 annual salary

KIMBERLY GEORGE

Profile *Twenty-four years of Immigration Law experience, focusing on family-based immigration, political asylum, religious workers, victims of domestic violence, removal proceedings, naturalization and citizenship.*

Experience

NEW HAMPSHIRE CATHOLIC CHARITIES INC., Immigration and Refugee Services Department, Nashua, NH (1996 – Present)

Managing Attorney

Provide legal services to indigent and low-income foreign nationals.

- Conduct intake, oversee case selection, and distribute cases amongst staff members
- Expand the Agency's client base while improving its quality of representation.
- Full case management for highly selective areas of Immigration Law: special immigrant juveniles, battered immigrants, religious workers, family-based immigration, political asylum, removal proceedings, special adjustment acts, naturalization, citizenship, and others.
- Train and supervise staff attorneys, accredited representatives, paralegals, and law student interns.
- Appear before the U.S. Citizenship and Immigration Services and Immigration Court.

CATHOLIC CHARITIES OF BOSTON, Somerville, MA

Volunteer Attorney (1996)

Legal Intern (1995)

Conducted legal research and assisted in the preparation of Haitian asylum claims. Interviewed clients and assisted attorneys in non-related immigration matters.

WILLIAM FELDHACKER, ESQ., Poipu, HI (1994)

Law Clerk

Conducted legal research and wrote memoranda of law for a criminal defense attorney.

ARESTY INTERNATIONAL LAW OFFICES, Boston, MA (1993 – 1994)

Law Clerk

Prepared client correspondence, maintained corporate records and implemented new filing system.

Education

J.D., Suffolk University Law School, Boston, MA

- Elected to *Phi Delta Phi* International Legal Fraternity
- Honorable Mention Brief, 1st Year Moot Court Section Competition
- International Law Club

B.A. with Distinction (equivalent of *magna cum laude*), Political Science
Purdue University, West Lafayette, IN

- Member, *Phi Beta Kappa*, *Alpha Lambda Delta* Honor Society, *Phi Kappa Phi* Honor Society, Golden Key Honor Society, Society of Distinguished Collegiate Americans, *Omicron Delta Kappa* Leadership Honor Society, Order of *Omega*
- Selected to attend the Congressional Youth Leadership Conference
- Finalist, Political Science Outstanding Senior Award

Recognition

Who's Who in America (2005 Edition)
Who's Who in the World (2005 Edition)
Who's Who in American Law (2003-2004 and 2005-2006 Editions)
America's Registry of Outstanding Professionals (2003-2004 Edition)

Admissions

Admitted to practice, Massachusetts, Hawaii
U.S. District Court for the District of Massachusetts
U.S. District Court for the District of Hawaii

Associations

American Immigration Lawyers Association, Hawaii State Bar Association, New Hampshire Catholic Lawyers Guild

Presentations

Community Presentations on Immigration Law, throughout New Hampshire

Basra S. Mohamed, Esq.

EDUCATION **University of New Hampshire School of Law, Concord, NH**
J.D. Candidate, May 2015
Member in good standing of the New Jersey Bar
Pending membership for New York Bar

Middle Tennessee State University, Murfreesboro, TN
B.S. Political Science and Philosophy May 2011

EXPERIENCE

NH Catholic Charities, Manchester & Nashua, NH
04/15/2016 – Present

Immigration Attorney –Advocates for undocumented immigrants who are also victims of crime, represents victims to obtain immigration relief in the areas of VAWA, U visa, T visa, removal of conditions, work authorization, naturalization, adjustment of status, and petitions for immigrant relatives abroad.

UNH Law Admission Department, Concord, NH
09/2015- 11/2015

Recruiter - Represent UNH Law across the country at law fairs/forum, speak with prospective students and pre-law advisors as well as career service advisors; gather information from contacts and complete detailed recruitment reports detailing efforts after each event; data entry; reach out and follow up with prospects met as well as those assigned by the admissions office.

Executive Office of Immigration Review- Immigration Court, Boston, MA
01/2015- 05/2015

Judicial clerk - Researched immigration law issues, drafted decisions, memos, briefs and motions for judges.

Advanced Immigration Law Clinic, Concord, NH
08/2014- 12/2014

Student intern - Worked with indigent immigrant clients with criminal violations and immigration issues; interviewed and counseled clients; researched issues, drafted documents to Immigration Court, USCIS and NVC.

UFCW Local 1776, Plymouth-Meeting, PA
05/2014- 08/2014

Law Clerk - Researched labor disputes and drafted memos for arbitration hearings. Interviewed aggrieved union members and addressed their discharge and disciplinary disputes in preparation for arbitration hearings.

New Hampshire Supreme Court Attorney Discipline Office, Concord, NH
01/2014- 05/2014

Law Clerk - Reviewed grievances filed against attorneys, researched professional responsibility issues, prepared investigation reports, formal charges, and drafted memos.

Consumer and Commercial Law Clinic, Concord, NH
01/2014- 05/2014

Rule 36 Student Attorney - Assisted indigent clients with consumer related issues such as auto fraud, foreclosure, and unfair sales practices; drafted pleadings and motions to NH federal district and superior courts.

Immigration Clinic, Concord, NH

08/2013- 12/2013

Intern - Assisted indigent immigrant clients with criminal violations and immigration issues including cancellation of removal, asylum issues, deferred action for childhood arrivals, and U nonimmigrant status/U visa petitions. Interviewed and counseled clients; researched issues, drafted documents to Immigration Court and USCIS; conducted weekly case summaries.

New Hampshire Catholic Charities, Nashua, NH

05/2013- 08/2013

Law Clerk - Researched and drafted memos, letters and applications to the USCIS, BIA, and Immigration Court. Worked on cancellation of removal cases, withholding of removal, prosecutorial discretion, and waivers for terrorism related inadmissibility grounds, and unlawful presence waivers.

VOLUNTEER ACTIVITIES

Volunteer board member of New American Africans, Concord, NH.

LANGUAGES/INTERESTS

Fluent in Somali; enjoy hiking, fencing, and kayaking.

Meaghan Silva, Esq.

Immigration Attorney

Meaghan Silva

Skills

Licensed North Carolina Attorney

Intermediate proficiency in Brazilian Portuguese

Experience

Catholic Charities New Hampshire / Immigration Attorney

JUNE 27, 2022 - PRESENT, Nashua, NH

Filed I-918's, I-360's, I-485's, I-751's, I-90's, I-129F's, I-130's, I-601A's, N-400's, N-600's, DS-160's, DS-260's. Attended USCIS interviews with clients. Represented clients in removal proceedings.

TJX Corporation / Associate Relations Contractor

FEBRUARY 7, 2022 - JUNE 17 2022, Framingham, MA

Verified employee immigration status. Answered Immigration Law questions from Human Resources.

Central West Justice Center / Legal Advocate

NOVEMBER 23, 2020 - AUGUST 27, 2021, Fitchburg, MA

Filed I-589's, I-765's, I-918's, I-912's, I-192's with USCIS. Prepared 39M's and 209C's for State Court Responded to USCIS Requests for Additional Evidence. Conducted client interviews.

The Immigration Law Offices of Neelam Bhardwaj/ Extern

SEPTEMBER 9, 2019 - DECEMBER 6, 2019, Greensboro, NC

Prepared client filings for I-765's, I-751's, I-90's, I-140's, I-129's, I-485's, I-131's, L1-B's, I-129F's, I-130's, N-400's, DS-260, and I-601a's.

Greater Boston Legal Services/ Legal Intern

JUNE 10, 2019 - AUGUST 9, 2019, Boston, MA

Worked on defensive asylum, worked on indexes, country conditions, legal memos, and relevant case law research. Assisted non-clients prepare pro se I-589s.

Charlotte Center for Legal Advocacy/ Legal Intern

APRIL 15, 2019 - JUNE 7, 2021, Charlotte, NC

Worked on VAWA applications. Assisted with consular processing, SIJS applications, and domestic violence protection orders.

Humanitarian Immigration Law Clinic / Student Worker

DECEMBER 17, 2018 - MARCH 22, 2019, Greensboro, NC

Prepared I-730s, I-485s, EAD applications, and N-400s for clients. Went to N-400 interviews with clients.

Education

Elon University School of Law / Juris Doctor

Greensboro, NC

Member of Honor Council

Recipient of the Pro Bono Award

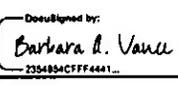
Norwich University /Bachelor of Arts, Criminal Justice

Northfield, VT

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Mary Hitchcock Memorial Hospital		1.4. Grantee Address One Medical Center Drive Lebanon, NH 03756	
1.5 Grantee Phone # (603) 653-9012	1.6. Account Number 02-20-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$280,220
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1  Barbara A. Vance 238884CTFF4441		1.12. Name & Title of Grantee Signor 1 Barbara A. Vance Vice President, Research Operations	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Jill Perlow</i>		Assistant Attorney General, On: / / 5/15/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

- 3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
- 7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
- 8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Mary Hitchcock Memorial Hospital as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

The terms outlined in the General Terms and Conditions of the Grant Agreement are modified as set forth below:

- a) Provision 8.2 is deleted and replaced with the following: 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, Grantee's personnel who are engaged in performance of the Project 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.
- b) Provision 8.3 delete the following: 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.
- c) Provision 12.1 is deleted and replaced with the following:
In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than thirty (30) 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.
- d) Provision 20 is deleted and replaced with the following:
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 unless no such approval is required under the circumstances pursuant to State law, rule or policy. In the event the State wishes to change the location(s) in which the services are performed by the Contractor hereunder, in whole or in part, the State shall provide Contractor with reasonable advance written notice of the same. Thereafter, the parties shall meet in good faith in order to mutually agree upon possible adjustments to the terms and conditions, if required, which shall be documented In the form of an amendment to this Agreement in accordance with this Section.
- e) Provision 17.1.1 is deleted and replaced with the following:
Statutory workers' compensation and professional liability insurance for all employees engaged in the performance of the Project, and

EXHIBIT A**-SPECIAL PROVISIONS-**

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient including but not limited to expenses for personnel and benefits.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least five (5) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$280,220.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D**- DRUG-FREE WORKPLACE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
 Department of Justice
 33 Capitol St
 Concord, NH 03301
 Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

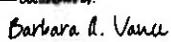
Mary Hitchcock Memorial Hospital	July 1, 2023 – June 30, 2024
Subrecipient Name	Period Covered by this Certification
Barbara A. Vance Vice President, Research Operations	
Name and Title of Authorized Subrecipient Representative	
<small>DocuSigned by:</small> 	4/10/2023
Subrecipient Representative Signature	Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient’s representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<small>Designated by:</small> <i>Barbara A. Vance</i>	Vice President, Research Operations
Subrecipient Representative Signature	Subrecipient’s Representative Title

Dartmouth-Hitchcock	4/10/2023
Subrecipient Name	Date

EXHIBIT F**-DEBARMENT-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

<small>Designated by:</small> <i>Barbara A. Vance</i>	Vice President, Research Operations
Subrecipient Representative Signature	Subrecipient's Representative Title:

Mary Hitchcock Memorial Hospital	4/10/2023
Subrecipient Name	Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

<small>Digitally signed by:</small> <i>Barbara A. Vance</i>	Vice President, Research Operations
Subrecipient Representative Signature	Subrecipient's Representative Title

Mary Hitchcock Memorial Hospital	4/10/2023
Subrecipient Name	Date

EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.

DocuSigned by:
Barbara A. Vance

Vice President, Research Operations

Subrecipient Representative Signature

Subrecipient's Representative Title

Mary Hitchcock Memorial Hospital

4/10/2023

Subrecipient Name

Date

EXHIBIT I**-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs****OMB Burden Disclosure Statement-**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

DocuSigned by:
Barbara A. Vance

Subrecipient Representative Signature

Vice President, Research Operations

Subrecipient's Representative Title

Mary Hitchcock Memorial Hospital

Subrecipient Name

4/10/2023

Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Barbara A. Vance [responsible official], certify that

Mary Hitchcock Memorial Hospital has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on May 17, 2022 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Cathy Brittis Bean [official that completed training] has completed

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

April 22, 2022 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Designated by:
Barbara A. Vance
Subrecipient Representative Signature

Vice President, Research Operations
Title of Subrecipient Representative

Mary Hitchcock Memorial Hospital
Signature

4/10/2023
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. 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: 68517

Certificate Number: 0006201297



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



DELEGATION OF SIGNATURE AUTHORITY

RESEARCH CONTRACTS AND SPONSORED PROGRAM AGREEMENTS

The authority to sign contracts, grants, consortia, center, cooperative and other research and sponsored program agreements ("Contracts") on behalf of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic (together, "Dartmouth-Hitchcock") is delegated by the Chief Executive Officer of Dartmouth-Hitchcock to the Executive Vice President of Research and Education (and, in her absence or unavailability, to another Chief Officer of Dartmouth-Hitchcock).

The authority to sign Contracts on behalf of Dartmouth-Hitchcock *which have a funding amount not to exceed \$3,000,000 and which have a term of less than five (5) years* is hereby sub-delegated by the Executive Vice President of Research and Education to the Vice President of Research Operations.

A Contract means an agreement between two or more persons that creates a legally binding obligation to do or not to do a particular thing. A Contract may be titled as an agreement, a memorandum of understanding, memorandum of agreement, a promise to pay, or may use other terminology. A Contract may or may not involve the payment of money.

Additional sub-delegation of signature authority may only be made upon written authorization of the Executive Vice President of Research and Education.

An individual with delegated/sub-delegated signature authority who signs a Contract on behalf of Dartmouth-Hitchcock has the responsibility to ensure that the Contract follows Dartmouth-Hitchcock policies, rules and guidelines and all applicable laws and regulations.

The effective date of this sub-delegation shall be the date executed by the Executive Vice President of Research and Education, as set forth below, and shall continue until revocation by the Executive Vice President of Research and Education.

A handwritten signature in black ink, appearing to read "Susan A. Reeves", written over a horizontal line.

Susan A. Reeves, EdD, RN
Executive Vice President of Research and Education

Date: July 23, 2018



Dartmouth Health
Executive Administration

Susan Reeves, EdD, RN, CENP

Executive Vice President
Dartmouth Hitchcock Medical Center
Clinical Professor, Department of Community and Family Medicine
Chief Nurse Executive, Dartmouth Health

March 17, 2023

NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

To Whom It May Concern,

This letter is to confirm that the 2018 Certificate of Authorization allowing Barbara Vance to sign grant agreements has not been revoked. Ms. Vance continues to be authorized to sign grant agreements.

Please feel free to contact me should you have any questions.

Sincerely,

Susan A. Reeves, EdD, RN, CENP
Executive Vice President

County of Grafton
State of New Hampshire

On this 17th day of March, 2023:
Susan A. Reeves known to me or
proven to be the instrument subscriber,
personally appeared before me & acknowledged
that she executed the foregoing statement.



Dartmouth Health Lebanon
Executive Administration
One Medical Center Drive, Lebanon, NH 03756

Tel (603) 650-5606 | Fax (603) 650-7845
Dartmouth-Health.org

CERTIFICATE OF INSURANCE DATE: June 3, 2022

COMPANY AFFORDING COVERAGE
 Hamden Assurance Risk Retention Group, Inc.
 P.O. Box 1687
 30 Main Street, Suite 330
 Burlington, VT 05401

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

INSURED
 Dartmouth-Hitchcock Clinic
 One Medical Center Drive
 Lebanon, NH 03756
 (603)653-6850

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
X	CLAIMS MADE	0002022-A	7/1/2022	7/1/2023	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES	\$1,000,000
					MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	
					PRODUCTS-COMP/OP AGG	\$1,000,000
X	CLAIMS MADE	0002022-A	7/1/2022	7/1/2023	EACH CLAIM	\$1,000,000
					ANNUAL AGGREGATE	\$3,000,000
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
 Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

NH Department of Justice
 33 Capital Street
 Concord, NH 03301

CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES




Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248219434
Dec. 30, 2008 LTR 4168C E0
02-0222140 000000 00 000
00016403
BODC: TE

MARY HITCHCOCK MEMORIAL HOSPITAL
1 MEDICAL CENTER DR
LEBANON NH 03756-1000017



11353

Employer Identification Number: 02-0222140
Person to Contact: Ms. Benson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Dec. 17, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 1934, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

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

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

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

Sincerely yours,

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

Dartmouth-Hitchcock Health and Subsidiaries

**Consolidated Financial Statements
June 30, 2022 and 2021**

Dartmouth-Hitchcock Health and Subsidiaries

Index

June 30, 2022 and 2021

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Report of Independent Auditors

To the Board of Trustees of Dartmouth-Hitchcock Health and subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2022 and 2021, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Health System as of June 30, 2022 and 2021, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Health System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Health System's ability to continue as a going concern for one year after the date the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.



In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Health System's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The accompanying consolidating information as of and for the years ended June 30, 2022 and 2021 is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations and cash flows of the individual companies.

A handwritten signature in cursive script, appearing to read "PricewaterhouseCoopers LLP".

Boston, Massachusetts
November 16, 2022

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2022 and 2021

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 191,929	\$ 374,928
Patient accounts receivable, net (Note 4)	251,250	232,161
Prepaid expenses and other current assets	169,133	157,318
Total current assets	612,312	764,407
Assets limited as to use (Notes 5 and 7)	1,181,094	1,378,479
Other investments for restricted activities (Notes 5 and 7)	175,116	168,035
Property, plant, and equipment, net (Note 6)	764,840	680,433
Right-of-use assets, net (Note 16)	58,925	58,410
Other assets	172,163	177,098
Total assets	<u>\$ 2,964,450</u>	<u>\$ 3,226,862</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 6,596	\$ 9,407
Current portion of right-of-use obligations (Note 16)	11,319	11,289
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,500	3,468
Accounts payable and accrued expenses	156,572	131,224
Accrued compensation and related benefits	190,560	182,070
Estimated third-party settlements (Note 3 and 4)	134,898	252,543
Total current liabilities	503,445	590,001
Long-term debt, excluding current portion (Note 10)	1,117,288	1,126,357
Long-term right-of-use obligations, excluding current portion (Note 16)	48,824	48,167
Insurance deposits and related liabilities (Note 12)	78,391	79,974
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	228,606	224,752
Other liabilities	154,096	214,714
Total liabilities	<u>2,130,650</u>	<u>2,283,965</u>
Commitments and contingencies (Notes 3, 4, 6, 7, 10, 13, and 16)		
Net assets		
Net assets without donor restrictions (Note 9)	634,297	758,627
Net assets with donor restrictions (Notes 8 and 9)	199,503	184,270
Total net assets	<u>833,800</u>	<u>942,897</u>
Total liabilities and net assets	<u>\$ 2,964,450</u>	<u>\$ 3,226,862</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2022 and 2021

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Operating revenue and other support		
Net patient service revenue (Note 4)	\$ 2,243,237	\$ 2,138,287
Contracted revenue	77,666	85,263
Other operating revenue (Note 4)	534,031	424,958
Net assets released from restrictions	15,894	15,201
Total operating revenue and other support	<u>2,870,828</u>	<u>2,663,709</u>
Operating expenses		
Salaries	1,315,407	1,185,910
Employee benefits	322,570	302,142
Medications and medical supplies	649,272	545,523
Purchased services and other	403,862	383,949
Medicaid enhancement tax (Note 4)	82,725	72,941
Depreciation and amortization	86,958	88,921
Interest (Note 10)	32,113	30,787
Total operating expenses	<u>2,892,907</u>	<u>2,610,173</u>
Operating (loss) income	<u>(22,079)</u>	<u>53,536</u>
Non-operating (losses) gains		
Investment (loss) income, net (Note 5)	(78,744)	203,776
Other components of net periodic pension and post retirement benefit income (Note 11 and 14)	13,910	13,559
Other losses, net (Note 10)	(6,658)	(4,233)
Total non-operating (losses) gains, net	<u>(71,492)</u>	<u>213,102</u>
(Deficiency) excess of revenue over expenses	<u>\$ (93,571)</u>	<u>\$ 266,638</u>

Consolidated Statements of Operations and Changes in Net Assets – continues on next page

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets - Continued
Years Ended June 30, 2022 and 2021

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	\$ (93,571)	\$. 266,638
Net assets released from restrictions for capital	1,573	2,017
Change in funded status of pension and other postretirement benefits (Note 11)	(32,309)	59,132
Other changes in net assets	<u>(23)</u>	<u>(186)</u>
(Decrease) increase in net assets without donor restrictions	<u>(124,330)</u>	<u>327,601</u>
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	39,710	30,107
Investment (loss) income, net	(7,010)	19,153
Net assets released from restrictions	<u>(17,467)</u>	<u>(17,218)</u>
Increase in net assets with donor restrictions	<u>15,233</u>	<u>32,042</u>
Change in net assets	<u>(109,097)</u>	<u>359,643</u>
Net assets		
Beginning of year	<u>942,897</u>	<u>583,254</u>
End of year	<u>\$ 833,800</u>	<u>\$ 942,897</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2022 and 2021

<i>(in thousands of dollars)</i>	2022	2021
Cash flows from operating activities		
Change in net assets	\$ (109,097)	\$ 359,643
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	87,006	88,904
Amortization of bond premium, discount, and issuance cost, net	(2,764)	(2,820)
Amortization of right-of-use asset	9,270	10,034
Payments on right-of-use lease obligations - operating	(9,190)	(9,844)
Change in funded status of pension and other postretirement benefits	32,309	(59,132)
(Gain) loss on disposal of fixed assets	(523)	592
Net realized gains and change in net unrealized gains on investments	86,652	(228,489)
Restricted contributions and investment earnings	(20,151)	(3,445)
Proceeds from sales of donated securities	10,665	
Changes in assets and liabilities		
Patient accounts receivable, net	(19,089)	(48,342)
Prepaid expenses and other current assets	(9,815)	4,588
Other assets, net	2,517	(39,760)
Accounts payable and accrued expenses	17,104	1,223
Accrued compensation and related benefits	8,490	39,079
Estimated third-party settlements	(120,117)	9,787
Insurance deposits and related liabilities	(1,583)	2,828
Liability for pension and other postretirement benefits	(28,422)	(40,373)
Other liabilities	(56,687)	11,267
Net cash (used in) provided by operating activities	<u>(123,525)</u>	<u>85,740</u>
Cash flows from investing activities		
Purchase of property, plant, and equipment	(160,855)	(122,347)
Proceeds from sale of property, plant, and equipment	613	316
Purchases of investments	(65,286)	(95,943)
Proceeds from maturities and sales of investments	137,781	75,071
Net cash used in investing activities	<u>(87,747)</u>	<u>(142,903)</u>
Cash flows from financing activities		
Proceeds from line of credit	30,000	-
Payments on line of credit	(30,000)	-
Repayment of long-term debt	(9,116)	(9,183)
Repayment of finance leases	(3,253)	(3,117)
Payment of debt issuance costs	-	(230)
Restricted contributions and investment earnings	20,151	3,445
Net cash provided by (used in) financing activities	<u>7,782</u>	<u>(9,085)</u>
Decrease in cash and cash equivalents	(203,490)	(56,248)
Cash and cash equivalents, beginning of year	396,975	453,223
Cash and cash equivalents, end of year	<u>\$ 193,485</u>	<u>\$ 396,975</u>
Supplemental cash flow information		
Interest paid	\$ 42,867	\$ 41,818
Construction in progress included in accounts payable and accrued expenses	9,407	16,192
Donated securities	10,665	-

The following table reconciles cash and cash equivalents on the consolidated balance sheets to cash, cash equivalents and restricted cash on the consolidated statements of cash flows.

	2022	2021
Cash and cash equivalents	\$ 191,929	\$ 374,928
Cash and cash equivalents included in assets limited as to use	1,350	18,500
Restricted cash and cash equivalents included in other investments for restricted activities	206	3,547
Total of cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows	<u>\$ 193,485</u>	<u>\$ 396,975</u>

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

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH), its Members, and their Subsidiaries (the Health System) is a system of hospitals, clinics, and other healthcare service providers across New Hampshire and Vermont. The Health System's mission is to advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time. The Health System seeks to achieve the healthiest population possible, leading the transformation of health care in the region and setting the standard for the nation. The Health System's expanding network of services are the fabric of its commitment to serve the region with exceptional medical care.

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic (DHC) and Subsidiaries, Mary Hitchcock Memorial Hospital (MHMH) and Subsidiaries, (DHC and MHMH together are referred to as D-H), The New London Hospital Association, Inc. (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) (MAHHC) and Subsidiaries, The Cheshire Medical Center (Cheshire) and Subsidiaries, Alice Peck Day Memorial Hospital (APD) and Subsidiary, and Visiting Nurse and Hospice for Vermont and New Hampshire (VNH) and Subsidiaries.

The Health System currently operates one tertiary, one community, and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, DHC, MHMH, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health (GOH) entered into an agreement (The Combination Agreement) to combine their respective healthcare systems. The parties submitted filings with the Federal Trade Commission and the New Hampshire Attorney General's Office, seeking regulatory clearance of the proposed transaction. On May 13, 2022, D-HH and GOH ended their pursuit of regulatory approval of the transaction and terminated the Combination Agreement.

Community Benefits

Consistent with its mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

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academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH, which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state Community Benefit Report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Improvement Services* include activities carried out to improve community health, and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).
- *Health Professions Education* includes uncompensated costs of training medical students, residents, nurses, and other health care professionals
- *Subsidized Health Services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Research* includes costs, in excess of awards, for numerous health research and service initiatives within the Health System.
- *Cash and In-Kind Contributions* occur outside of the System through various financial contributions of cash, in-kind donations, and grants to local organizations.
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges, as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements; leadership development and training for community members, community health improvement advocacy, and workforce enhancement.
- *Charity Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs.
- *The Uncompensated Cost of Care for Medicaid patients* reported in the unaudited Community Benefits Reports for 2021 was approximately \$198,859,000. The 2022 Community Benefits Reports are expected to be filed in February 2023.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
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The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2021:

(in thousands of dollars)

Uncompensated cost of care for Medicaid	\$	198,859
Health professional education		41,554
Subsidized health services		16,785
Charity care		12,678
Community health improvement services		13,589
Research		4,839
Cash and In-Kind Contributions		4,741
Community building activities		2,885
Total community benefit value	\$	<u>295,930</u>

In fiscal years 2022 and 2021, funds received to offset or subsidize charity care costs provided were \$452,000 and \$848,000, respectively.

For fiscal year 2022, Medicare costs exceeding reimbursement totaled \$105,460,000.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, gains, and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include implicit and explicit pricing concessions, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

(Deficiency) Excess of Revenue over Expenses

The Consolidated Statements of Operations and Changes in Net Assets include the (deficiency) excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment (loss) income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating (losses) gains.

Changes in net assets without donor restrictions which are excluded from the (deficiency) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), and change in funded status of pension and other postretirement benefit plans.

Charity Care

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge, or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts qualifying as charity care, they are not reported as revenue.

The Health System grants credit, without collateral, to patients. Most are local residents and are insured under third-party arrangements. The amount of charges for implicit price concessions is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

Patient Service Revenue

The Health System applies the accounting provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). Patient service revenue is reported at the amount of consideration to which the Health System expects to be entitled from patients, third party payors, and others, for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and implicit pricing concessions. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

Contracted Revenue

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs, and certain facility and equipment leases and other professional service contracts, have been classified as contracted revenue in the accompanying Consolidated Statements of Operations and Changes in Net Assets.

Other Revenue

The Health System recognizes other revenue, which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue, which consists primarily of revenue from retail pharmacy, specialty pharmacy, and contract pharmacy, is recorded in the amounts to which it expects to be entitled in exchange for the prescriptions. Other revenue also includes Coronavirus Aid, Relief, and Economic Securities Act (CARES Act Provider Relief Funds)

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

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from the Department of Health and Human Services (HHS), operating agreements, grant revenue, cafeteria sales, and other support service revenue (Note 3 and 4).

Cash Equivalents

Cash and cash equivalents include amounts on deposit with financial institutions, short-term investments with maturities of three months or less at the time of purchase, and other highly liquid investments (primarily cash management funds), which would be considered level 1 investments under the fair value hierarchy. All short-term, highly liquid, investments included within the Health System's endowment and similar investment pools, otherwise qualifying as cash equivalents, are classified as investments at fair value and, therefore, are excluded from cash and cash equivalents in the Consolidated Statements of Cash Flows.

Investments and Investment (Loss) Income

Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the (deficiency) excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds, and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the (deficiency) excess of revenue over expenses.

Certain members of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and assets with donor restrictions, such as endowment funds, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on investments, change in value of equity method investments, interest, and dividends) are included in the (deficiency) excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

Fair Value Measurement of Financial Instruments

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

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Notes to Consolidated Financial Statements
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- Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.
- Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The carrying amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate fair value due to the short maturity of these instruments.

Property, plant, and equipment

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as support, and excluded from the (deficiency) excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

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Intangible Assets and Goodwill

The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$8,885,000 and \$9,403,000 as intangible assets as of June 30, 2022 and 2021, respectively.

Gifts

Gifts without donor restrictions are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements

In March 2020, January 2021, and April 2022, the FASB issued standard updates on Reference Rate Reform in response to the planned discontinuation of the London Inter-Bank Offered Rate (LIBOR), a key interbank reference rate. The standard provides accounting relief to contract modifications and optional expedients for applying U.S. GAAP to contracts and other transactions that reference LIBOR or other reference rates that are expected to be discontinued because of rate reform. The Health System is currently in the process of evaluating the impact of adoption of these standards on the financial statements.

3. The COVID-19 Pandemic

On March 11, 2020, the World Health Organization designated COVID-19 as a global pandemic resulting in an extraordinary disruption to our nation's healthcare system. In response to COVID-19, the Coronavirus Aid Relief and Economic Security (CARES) Act was enacted which provided different types of economic support to a wide variety of organizations and individuals. The Health System employed several CARES Act provisions, with the most significant impacts summarized below.

Health and Human Services Provider Relief Funds

The Health System received \$100,346,000 and \$65,600,000 in CARES Act Provider Relief Funds for the years ended June 30, 2022 and 2021; respectively. The Health System will continue to pursue Provider Relief Funds as available, and as needed, to support the Health System.

In July 2020, HHS issued reporting requirements for CARES Act Provider Relief Funds, requiring recipients to identify healthcare-related expenses that remain unreimbursed by another source, attributable to the COVID-19 pandemic. If those expenses do not exceed the funding received, recipients will need to demonstrate that the remaining funds were used to compensate for a negative variance in patient service revenue. HHS is entitled to recoup Provider Relief Funds

Dartmouth-Hitchcock Health and Subsidiaries
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awarded in excess of expenses attributable to the COVID-19 pandemic that were not reimbursed by another source plus losses incurred due to the decline in patient care revenue. There have been no recoupments through June 2022.

Medicare and Medicaid Services (CMS) Accelerated and Advance Payment Program

The Health System received CMS prepayment advances, related to the CARES Act, totaling \$245,200,000. In addition, the Health System accumulated payroll tax deferrals of \$33,100,000. Repayment of funds commenced in April 2021. The balances of CMS prepayment advances and accumulated payroll tax deferrals at June 30, 2022 were \$54,890,000 and \$16,550,000, respectively, and are included in estimated third party settlements and accrued compensation and related benefits on the Consolidated Balance Sheets.

The Health System continues to address the challenges and impacts of the COVID-19 pandemic including protecting the health and safety of employees and patients as well as assessing the availability of personal protective equipment and other needed supplies to be better positioned for potential surges. Additionally, the Health System continues to evaluate the impact of new or changes to laws and regulations at the federal, state, and local levels and the potential effect on Health System staffing and operations. At this time, the Health System cannot accurately predict the full extent to which the COVID-19 pandemic will affect the Health System's future finances and operations.

4. Net Patient Service Revenue and Accounts Receivable

The Health System reports net patient service revenue at amounts that reflect the consideration to which it expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payers (including managed care payers and government programs), and others; and they include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Health System bills patients and third-party payers several days after the services were performed or shortly after discharge. Revenue is recognized as performance obligations are satisfied under contracts by providing healthcare services to patients.

The Health System determines performance obligations based on the nature of the services provided. Revenues for performance obligations satisfied over time are recognized based on actual charges incurred in relation to total expected charges as this method provides a reasonable estimate of the transfer of services over the term of performance obligations based on inputs needed to satisfy the obligations. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services. For inpatient services, performance obligations are measured from admission to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services and physician services, performance obligations are recognized at a point in time when the services are provided and no further patient services are deemed necessary.

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied

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or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.

Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges. Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care contracts. Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions.

Explicit Pricing Concessions

Revenues for the Health System under the traditional fee-for service Medicare and Medicaid programs are based on prospectively determined rates per discharge or visit, reasonable (allowable) cost, or prospective rates per episodic period, depending on the type of provider.

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system (PPS) to determine rates-per-discharge. These rates vary according to a patient classification system (DRG), based on diagnostic, clinical, and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to NH and VT Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis, or fee schedules, for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.
- Inpatient acute, swing, and outpatient services furnished by Critical Access Hospitals (CAH) are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.
- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.

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- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.
- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.
- Revenues under Managed Care Plans (MCPs) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit. The MCPs are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments in accordance with contractual terms in place with the MCPs following their review and adjudication of each bill.

The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and, as such, are not reported in net patient service revenue.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of Vermont annual net patient revenue. In fiscal years 2022 and 2021, home health provider taxes paid were \$627,000 and \$623,000, respectively.

Implicit Price Concessions

Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance, and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles, and for those who are uninsured based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient services revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on

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collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance, and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer, and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2022 and 2021, the Health System had reserves of \$134,898,000 and \$252,543,000, respectively, recorded in estimated third-party settlements. As of June 30, 2022 and 2021, estimated third-party settlements includes \$54,880,000 and \$179,382,000 respectively, of Medicare accelerated and advanced payments, received as working capital support during the novel coronavirus ("COVID-19") outbreak.

For the years ended June 30, 2022 and 2021, additional increases in revenue of \$19,743,000 and \$4,287,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

Net operating revenues consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans as well as patients covered under the Health System's uninsured discount and charity care programs.

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The table below shows the Health System's sources of total operating revenue and other support presented at the net transaction price for the years ended June 30, 2022 and 2021.

<i>(in thousands of dollars)</i>	2022		
	<u>PPS</u>	<u>CAH</u>	<u>Total</u>
Hospital			
Medicare	\$ 542,292	\$ 99,976	\$ 642,268
Medicaid	158,121	15,739	173,860
Commercial	809,736	81,395	891,131
Self-pay	7,027	902	7,929
Subtotal	<u>1,517,176</u>	<u>198,012</u>	<u>1,715,188</u>
Professional	<u>470,559</u>	<u>40,186</u>	<u>510,745</u>
Subtotal	1,987,735	238,198	2,225,933
Home based care			<u>17,304</u>
Subtotal			<u>2,243,237</u>
Other revenue			528,762
Provider Relief Funds			98,829
Total operating revenue and other support			<u>\$ 2,870,828</u>

<i>(in thousands of dollars)</i>	2021		
	<u>PPS</u>	<u>CAH</u>	<u>Total</u>
Hospital			
Medicare	\$ 526,114	\$ 81,979	\$ 608,093
Medicaid	144,434	11,278	155,712
Commercial	793,274	73,388	866,662
Self-pay	4,419	(721)	3,698
Subtotal	<u>1,468,241</u>	<u>165,924</u>	<u>1,634,165</u>
Professional	<u>446,181</u>	<u>37,935</u>	<u>484,116</u>
Subtotal	1,914,422	203,859	2,118,281
Home based care			<u>20,006</u>
Subtotal			<u>2,138,287</u>
Other revenue			462,517
Provider Relief Funds			62,905
Total operating revenue and other support			<u>\$ 2,663,709</u>

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the

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event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2021 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2022 and 2021, the Health System received DSH payments of approximately, \$77,488,000 and \$67,940,000, respectively. DSH payments are subject to audit and, therefore, for the years ended June 30, 2022 and 2021, the Health System recognized as revenue DSH receipts of approximately \$75,988,000 and approximately \$61,602,000, respectively.

During the years ended June 30, 2022 and 2021, the Health System recorded \$82,725,000 and \$72,941,000, respectively, of State of NH MET and State of VT provider taxes. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. The Provider taxes are included in operating expenses in the Consolidated Statements of Operations and Changes in Net Assets.

Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Medicare	38%	34%
Medicaid	12%	13%
Commercial	38%	41%
Self Pay	12%	12%
Total	<u>100%</u>	<u>100%</u>

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5. Investments

The composition of investments at June 30, 2022 and 2021 is set forth in the following table:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	\$ 31,130	\$ 24,692
U.S. government securities	126,222	157,373
Domestic corporate debt securities	234,490	322,616
Global debt securities	68,610	74,292
Domestic equities	198,742	247,486
International equities	63,634	81,060
Emerging markets equities	34,636	52,636
Global equities	73,035	79,296
Real Estate Investment Trust	2	422
Private equity funds	138,605	110,968
Hedge funds	55,069	-
Subtotal	1,024,175	1,150,841
Investments held by captive insurance companies (Note 12)		
U.S. government securities	27,242	26,759
Domestic corporate debt securities	7,902	5,979
Global debt securities	7,595	6,617
Domestic equities	10,091	11,396
International equities	4,692	6,488
Subtotal	57,522	57,239
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	99,397	170,399
Total assets limited as to use	1,181,094	1,378,479
Other Investments for restricted activities		
Cash and short-term investments	8,463	13,400
U.S. government securities	27,600	28,330
Domestic corporate debt securities	37,343	40,676
Global debt securities	10,059	8,953
Domestic equities	34,142	33,634
International equities	10,698	9,497
Emerging markets equities	5,587	5,917
Global equities	11,153	8,755
Real Estate Investment Trust	19	21
Private equity funds	21,166	12,251
Hedge funds	8,852	6,557
Other	34	44
Total other investments for restricted activities	175,116	168,035
Total investments	\$ 1,356,210	\$ 1,546,514

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Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above.

The following tables summarize the investments by the accounting method utilized as of June 30, 2022 and 2021. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2022		
	<u>Fair Value</u>	<u>Equity</u>	<u>Total</u>
Cash and short-term investments	\$ 138,990	\$ -	\$ 138,990
U.S. government securities	181,064	-	181,064
Domestic corporate debt securities	118,642	161,093	279,735
Global debt securities	57,558	28,706	86,264
Domestic equities	191,767	51,208	242,975
International equities	47,631	31,393	79,024
Emerging markets equities	298	39,926	40,224
Global equities	-	84,187	84,187
Real Estate Investment Trust	21	-	21
Private equity funds	-	159,771	159,771
Hedge funds	443	63,478	63,921
Other	34	-	34
Total investments	<u>\$ 736,448</u>	<u>\$ 619,762</u>	<u>\$ 1,356,210</u>

<i>(in thousands of dollars)</i>	2021		
	<u>Fair Value</u>	<u>Equity</u>	<u>Total</u>
Cash and short-term investments	\$ 208,491	\$ -	\$ 208,491
U.S. government securities	212,462	-	212,462
Domestic corporate debt securities	191,112	178,159	369,271
Global debt securities	55,472	34,390	89,862
Domestic equities	225,523	66,993	292,516
International equities	55,389	41,656	97,045
Emerging markets equities	1,888	56,665	58,553
Global equities	-	88,051	88,051
Real Estate Investment Trust	443	-	443
Private equity funds	-	123,219	123,219
Hedge funds	446	6,111	6,557
Other	44	-	44
Total investments	<u>\$ 951,270</u>	<u>\$ 595,244</u>	<u>\$ 1,546,514</u>

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For the years ended June 30, 2022 and 2021, investment (loss) income is reflected in the accompanying Consolidated Statements of Operations and Changes in Net Assets as other operating revenue of approximately \$857,000 and \$930,000, respectively, and as non-operating (losses) gains of approximately (\$78,744,000) and \$203,776,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreements expire. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2022 and 2021, the Health System has outstanding commitments of \$75,070,000 and \$47,419,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment consists of the following at June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Land	\$ 40,749	\$ 40,749
Construction in progress	163,145	80,231
Land improvements	44,834	43,927
Buildings and improvements	984,743	955,094
Equipment	<u>1,042,582</u>	<u>993,899</u>
Subtotal property, plant, and equipment	2,276,053	2,113,900
Less accumulated depreciation	<u>1,511,213</u>	<u>1,433,467</u>
Total property, plant, and equipment, net	<u>\$ 764,840</u>	<u>\$ 680,433</u>

As of June 30, 2022, construction in progress primarily consists of three projects; an in-patient tower, an emergency department (ED) expansion, and a central pharmacy/supply chain facility renovation. The estimated cost to complete the in-patient tower is \$52,400,000 with an anticipated completion date occurring in the fourth quarter of fiscal 2023. The estimated cost to complete the ED expansion is \$2,000,000 with an expected completion date occurring in the first quarter of fiscal 2023. The estimated cost to complete the central pharmacy/supply chain facility is \$1,600,000 with an expected completion date occurring in the first quarter of fiscal 2023.

The construction in progress as of June 30, 2021, included the Manchester Ambulatory Surgical Center (ASC) and the in-patient tower in Lebanon, NH. The ASC was fully operational in October 2021.

Capitalized interest of \$6,853,000 and \$5,127,000 is included in construction in progress as of June 30, 2022 and 2021, respectively.

Depreciation expense included in operating and non-operating activities was \$83,661,000 and \$86,011,000 for 2022 and 2021, respectively.

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7. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution and cash which will be used for future investment opportunities.

Domestic, Emerging Markets and International Equities

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

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Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	2022			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets				
Investments				
Cash and short term investments	\$ 138,990	\$ -	\$ -	\$ 138,990
U.S. government securities	181,064	-	-	181,064
Domestic corporate debt securities	1,768	116,874	-	118,642
Global debt securities	24,745	32,813	-	57,558
Domestic equities	187,063	4,704	-	191,767
International equities	47,631	-	-	47,631
Emerging market equities	298	-	-	298
Real estate investment trust	21	-	-	21
Hedge funds	443	-	-	443
Other	-	34	-	34
Total fair value investments	582,023	154,425	-	736,448
Deferred compensation plan assets				
Cash and short-term investments	8,053	-	-	8,053
U.S. government securities	36	-	-	36
Domestic corporate debt securities	10,874	-	-	10,874
Global debt securities	964	-	-	964
Domestic equities	33,742	-	-	33,742
International equities	4,911	-	-	4,911
Emerging market equities	19	-	-	19
Real estate	12	-	-	12
Multi strategy fund	57,964	-	-	57,964
Total deferred compensation plan assets	116,575	-	-	116,575
Beneficial interest in trusts	-	-	16,051	16,051
Total assets	\$ 698,598	\$ 154,425	\$ 16,051	\$ 869,074

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<i>(in thousands of dollars)</i>	2021			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets				
Investments				
Cash and short term investments	\$ 208,491	\$ -	\$ -	\$ 208,491
U.S. government securities	212,462	-	-	212,462
Domestic corporate debt securities	36,163	154,949	-	191,112
Global debt securities	27,410	28,062	-	55,472
Domestic equities	220,434	5,089	-	225,523
International equities	55,389	-	-	55,389
Emerging market equities	1,888	-	-	1,888
Real estate investment trust	443	-	-	443
Hedge funds	446	-	-	446
Other	9	35	-	44
Total fair value investments	<u>763,135</u>	<u>188,135</u>	<u>-</u>	<u>951,270</u>
Deferred compensation plan assets				
Cash and short-term investments	6,099	-	-	6,099
U.S. government securities	48	-	-	48
Domestic corporate debt securities	10,589	-	-	10,589
Global debt securities	1,234	-	-	1,234
Domestic equities	37,362	-	-	37,362
International equities	5,592	-	-	5,592
Emerging market equities	39	-	-	39
Real estate	15	-	-	15
Multi strategy fund	65,257	-	-	65,257
Guaranteed contract	-	-	-	-
Total deferred compensation plan assets	<u>126,235</u>	<u>-</u>	<u>-</u>	<u>126,235</u>
Beneficial interest in trusts	-	-	10,796	10,796
Total assets	<u>\$ 889,370</u>	<u>\$ 188,135</u>	<u>\$ 10,796</u>	<u>\$ 1,088,301</u>

The following tables set forth the financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above as of June 30, 2022 and 2021.

<i>(in thousands of dollars)</i>	2022
	Beneficial Interest in Perpetual Trust
Beginning of year balance	\$ 10,796
Net realized/unrealized gains	5,255
End of year balance	<u>\$ 16,051</u>

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	2021		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
<i>(in thousands of dollars)</i>			
Beginning of year balance	\$ 9,202	\$ 92	\$ 9,294
Net realized/unrealized gains (losses)	1,594	(92)	1,502
End of year balance	<u>\$ 10,796</u>	<u>\$ -</u>	<u>\$ 10,796</u>

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2022 and 2021.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	2022	2021
Investments held in perpetuity	\$ 84,117	\$ 64,498
Healthcare services	36,123	38,869
Health education	27,164	26,934
Research	27,477	24,464
Charity care	12,155	15,377
Other	8,639	7,215
Purchase of equipment	3,828	6,913
Total net assets with donor restrictions	<u>\$ 199,503</u>	<u>\$ 184,270</u>

Income earned on donor restricted net assets held in perpetuity is available for these purposes.

9. Board Designated and Endowment Funds

Net assets include funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Health System has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions, which are to be held in perpetuity, consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c)

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accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Net assets without donor restrictions include funds designated by the Board of Trustees to function as endowments, the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Net assets with donor restrictions that are temporary in nature, either restricted by time or purpose, include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2022 and 2021.

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Endowment net asset composition by type of fund consists of the following at June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	\$ -	\$ 107,590	\$ 107,590
Board-designated endowment funds	41,344	-	41,344
Total endowed net assets	<u>\$ 41,344</u>	<u>\$ 107,590</u>	<u>\$ 148,934</u>

<i>(in thousands of dollars)</i>	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	\$ -	\$ 108,213	\$ 108,213
Board-designated endowment funds	41,728	-	41,728
Total endowed net assets	<u>\$ 41,728</u>	<u>\$ 108,213</u>	<u>\$ 149,941</u>

Changes in endowment net assets for the years ended June 30, 2022 and 2021 are as follows:

<i>(in thousands of dollars)</i>	2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Beginning of year balances	\$ 41,728	\$ 108,213	\$ 149,941
Net investment return	(1,065)	(3,998)	(5,063)
Contributions	-	12,950	12,950
Transfers	795	(7,105)	(6,310)
Release of appropriated funds	(114)	(2,470)	(2,584)
End of year balances	<u>\$ 41,344</u>	<u>\$ 107,590</u>	<u>\$ 148,934</u>
End of year balances		107,590	
Beneficial interest in perpetual trusts		14,903	
Net assets with donor restrictions		<u>\$ 122,493</u>	

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	<u>2021</u>		
<i>(in thousands of dollars)</i>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Beginning of year balances	\$ 33,714	\$ 80,039	\$ 113,753
Net investment return	7,192	17,288	24,480
Contributions	894	13,279	14,173
Transfers	-	418	418
Release of appropriated funds	(72)	(2,811)	(2,883)
End of year balances	<u>\$ 41,728</u>	<u>\$ 108,213</u>	<u>\$ 149,941</u>
End of year balances		108,213	
Beneficial interest in perpetual trusts		<u>9,721</u>	
Net assets with donor restrictions		<u>\$ 117,934</u>	

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10. Long-Term Debt

A summary of obligated group debt at June 30, 2022 and 2021 is as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	\$ 83,355	\$ 83,355
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	125,000
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	99,165
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	23,950	24,425
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	22,605	23,470
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	4,810	12,385
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2035 (9)	125,000	125,000
Total obligated group debt	<u>\$ 1,044,722</u>	<u>\$ 1,053,637</u>

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A summary of long-term debt at June 30, 2022 and 2021 is as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Other		
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046	\$ 2,417	\$ 2,489
Note payable to a financial institution with entire principal due June 2034; collateralized by land and building. The note payable is interest free	247	273
Note payable to a financial institution payable in interest free monthly installments through December 2024; collateralized by associated equipment	55	147
Total nonobligated group debt	<u>2,719</u>	<u>2,909</u>
Total obligated group debt	<u>1,044,722</u>	<u>1,053,637</u>
Total long-term debt	1,047,441	1,056,546
Add: Original issue premium and discounts, net	83,249	86,399
Less: Current portion	6,596	9,407
Debt issuance costs, net	6,806	7,181
Total long-term debt, net	<u>\$ 1,117,288</u>	<u>\$ 1,126,357</u>

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>
2023	\$ 6,596
2024	15,207
2025	19,362
2026	20,209
2027	20,915
Thereafter	<u>965,152</u>
Total	<u>\$ 1,047,441</u>

Dartmouth-Hitchcock Obligated Group (DHOG) Debt

MHMH established the DHOG for the purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, APD. D-HH is designated as the obligated group agent.

Revenue bonds, issued by members of the DHOG, are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation

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of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B, in February 2018. The Series 2018A revenue bonds mature in variable amounts through 2037 and were used primarily to refund a portion of Series 2015A and Series 2016A revenue bonds. The Series 2018B revenue bonds mature in variable amounts through 2048, and were used primarily to refund a portion of Series 2015A and Series 2016A revenue bonds, revolving line of credit, Series 2012 bank loan, and the Series 2015A and Series 2016A swap terminations. The interest on the Series 2018A revenue bonds is variable, with a current interest rate of 5.00%. The interest on the Series 2018B revenue bonds is fixed, with an interest rate of 4.18%, and matures in variable amounts through 2048.

(2) Series 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2020A, in February 2020. The Series 2020A revenue bonds mature in variable amounts through 2059 and the proceeds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH, as well as various equipment. The interest on the Series 2020A revenue bonds is fixed, with an interest rate of 5.00%.

(3) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B, in December 2017. The Series 2017A revenue bonds mature in variable amounts through 2040 and were used primarily to refund Series 2009 and Series 2010 revenue bonds. The Series 2017B revenue bonds mature in variable amounts through 2031 and were used to refund Series 2012A and Series 2012B revenue bonds. The interest on the Series 2017A revenue bonds is fixed, with an interest rate of 5.00%. The interest on the Series 2017B revenue bonds is fixed, with an interest rate of 2.54%.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2019A, in October 2019. The Series 2019A revenue bonds mature in variable amounts through 2043 and were used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH, to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A revenue bonds is fixed, with an interest rate of 4.00%.

(5) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C, in August 2018. The Series 2018C revenue bonds mature in variable amounts through 2030 and were used primarily to refinance

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the Series 2010 revenue bonds. The interest on the Series is fixed, with an interest rate of 3.22%.

(6) Series 2012 Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2012, in November 2012. The Series 2012 revenue bonds mature in variable amounts through 2039 and were used to refund 1998 and 2009 Series revenue bonds, finance the settlement cost of the interest rate swap, and finance the purchase of certain equipment and renovations. The revenue bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%).

(7) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B, in August 2014. The Series 2014A revenue bonds mature in 2022. The Series 2014B revenue bonds mature at various dates through 2033. The proceeds from the Series 2014A and 2014B revenue bonds were used partially to refund the Series 2009 revenue bonds and to cover cost of issuance. Interest on the 2014A revenue bonds is fixed, with an interest rate of 2.63%. Interest on the Series 2014B revenue bonds is fixed, with an interest rate of 4.00%.

(8) Series 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016B, in July 2016, through a private placement with a financial institution. The Series 2016B revenue bonds mature at various dates through 2045 and were used to finance certain 2016 projects. The Series 2016B is fixed, with an interest rate of 1.78%.

(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital, as needs require. The note matures at various dates through 2035 and is fixed, with an interest rate of 2.56%.

Outstanding joint and several indebtedness of the DHOG at June 30, 2022 and 2021 is \$1,044,722 and \$1,053,637, respectively.

The Health System indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of \$99,397,000 and \$170,399,000 at June 30, 2022 and 2021, respectively, are classified as assets limited as to use in the accompanying Consolidated Balance Sheets (Note 5). In addition, debt service reserves of approximately \$6,674,000 and \$8,035,000 at June 30, 2022 and 2021, respectively, are classified as other current assets in the accompanying Consolidated Balance Sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2022 and 2021.

For the years ended June 30, 2022 and 2021 interest expense on the Health System's long-term debt is reflected in the accompanying Consolidated Statements of Operations and Changes in Net Assets as operating expense of approximately \$32,113,000 and \$30,787,000, respectively, and other non-operating losses of \$3,782,000 and \$3,782,000, respectively, net of amounts capitalized.

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11. Employee Benefits

Eligible employees of the Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain members provide postretirement medical and life insurance benefit plans to certain active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

The Health System's defined benefit plans have been frozen and, therefore, there are no remaining participants earning benefits in any of the Health System's defined benefit plans.

For the year ended June 30, 2021, the Health System executed the settlement of obligations, due to retirees in the defined benefit plans, through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans

Net periodic pension expense included in employee benefits expense, in the Consolidated Statements of Operations and Changes in Net Assets, is comprised of the following components for the years ended June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Interest cost on projected benefit obligation	\$ 36,722	\$ 36,616
Expected return on plan assets	(65,917)	(63,261)
Net loss amortization	<u>13,139</u>	<u>14,590</u>
Total net periodic pension expense	<u>\$ (16,056)</u>	<u>\$ (12,055)</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Discount rates	3.30%	3.00 - 3.10%
Rate of increase in compensation	N/A	N/A
Expected long-term rates of return on plan assets	7.50%	7.50%

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The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Change in benefit obligation		
Benefit obligation, beginning of year	\$ 1,140,221	\$ 1,209,100
Interest cost	36,722	36,616
Benefits paid	(54,864)	(52,134)
Actuarial loss	(183,193)	(22,411)
Settlements	-	(30,950)
Benefit obligation, end of year	<u>938,886</u>	<u>1,140,221</u>
Change in plan assets		
Fair value of plan assets, beginning of year	958,864	929,453
Actual return on plan assets	(169,405)	87,446
Benefits paid	(54,864)	(52,134)
Employer contributions	12,500	25,049
Settlements	-	(30,950)
Fair value of plan assets, end of year	<u>747,095</u>	<u>958,864</u>
Funded status of the plans	(191,791)	(181,357)
Less: Current portion of liability for pension	-	(46)
Long-term portion of liability for pension	<u>(191,791)</u>	<u>(181,311)</u>
Liability for pension	<u>\$ (191,791)</u>	<u>\$ (181,357)</u>

As of June 30, 2022 and 2021, the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying Consolidated Balance Sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include \$519,946,000 and \$481,073,000 of net actuarial loss as of June 30, 2022 and 2021, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2022 for net actuarial losses is \$13,139,000.

The accumulated benefit obligation for the defined benefit pension plans was \$939,000,000 and \$1,140,000,000 at June 30, 2022 and 2021, respectively.

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The following table sets forth the assumptions used to determine the accumulated benefit obligation at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Discount rates	4.40 - 5.10%	3.30%
Rate of increase in compensation	N/A	N/A

The primary investment objective for the defined benefit plans' assets is to support the pension liabilities of the pension plans for employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the pension plan's liabilities. As of June 30, 2022, it is expected that the LDI strategy will hedge approximately 70% of the interest rate risk associated with pension liabilities. As of June 30, 2021, the expected LDI hedge was approximately 75%. To achieve the appreciation and hedging objectives, the pension plans utilize a diversified structure of asset classes. The asset classes are designed to achieve stated performance objectives, measured on a total return basis which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	<u>Range of Target Allocations</u>	<u>Target Allocations</u>
Cash and short-term investments	0-5%	3%
U.S. government securities	0-10	5
Domestic debt securities	20-58	42
Global debt securities	6-26	4
Domestic equities	5-35	17
International equities	5-15	7
Emerging market equities	3-13	4
Global Equities	0-10	6
Real estate investment trust funds	0-5	1
Private equity funds	0-5	0
Hedge funds	5-18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

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The Boards of Trustees of the Health System, as plan sponsors, oversee the design, structure, and prudent professional management of the Health System's pension plans' assets, in accordance with Board approved investment policies, roles, responsibilities, and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's pension plans own interests in both private equity and hedge funds rather than in securities underlying each fund and, therefore, the Health System generally considers such investments as Level 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's pension plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	2022				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ -	\$ 16,030	\$ -	\$ 16,030	Daily	1
U.S. government securities	124,686	-	-	124,686	Daily-Monthly	1-15
Domestic debt securities	17,530	226,107	-	243,637	Daily-Monthly	1-15
Global debt securities	-	24,136	-	24,136	Daily-Monthly	1-15
Domestic equities	104,070	31,324	-	135,394	Daily-Monthly	1-10
International equities	15,558	20,406	-	35,964	Daily-Monthly	1-11
Emerging market equities	-	25,487	-	25,487	Daily-Monthly	1-17
Global equities	-	54,787	-	54,787	Daily-Monthly	1-17
REIT funds	-	-	-	-	Daily-Monthly	1-17
Private equity funds	-	-	14	14	See Note 5	See Note 5
Hedge funds	-	-	86,960	86,960	Quarterly-Annual	60-96
Total investments	\$ 261,844	\$ 398,277	\$ 86,974	\$ 747,095		

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2021						
<i>(in thousands of dollars)</i>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>	<u>Redemption or Liquidation</u>	<u>Days' Notice</u>
Investments						
Cash and short-term investments	\$ -	\$ 53,763	\$ -	\$ 53,763	Daily	1
U.S. government securities	52,945	-	-	52,945	Daily-Monthly	1-15
Domestic debt securities	140,029	296,709	-	436,738	Daily-Monthly	1-15
Global debt securities	-	40,877	-	40,877	Daily-Monthly	1-15
Domestic equities	144,484	40,925	-	185,409	Daily-Monthly	1-10
International equities	17,767	51,819	-	69,586	Daily-Monthly	1-11
Emerging market equities	-	43,460	-	43,460	Daily-Monthly	1-17
Global equities	-	57,230	-	57,230	Daily-Monthly	1-17
REIT funds	-	3,329	-	3,329	Daily-Monthly	1-17
Private equity funds	-	-	15	15	See Note 5	See Note 5
Hedge funds	-	-	15,512	15,512	Quarterly-Annual	60-96
Total investments	<u>\$ 355,225</u>	<u>\$ 588,112</u>	<u>\$ 15,527</u>	<u>\$ 958,864</u>		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2022 and 2021:

2022			
<i>(in thousands of dollars)</i>	<u>Hedge Funds</u>	<u>Private Equity Funds</u>	<u>Total</u>
Beginning of year balances	\$ 15,512	\$ 15	\$ 15,527
Purchases	81,400	-	81,400
Sales	(2,152)	-	(2,152)
Net unrealized losses	(7,800)	(1)	(7,801)
End of year balances	<u>\$ 86,960</u>	<u>\$ 14</u>	<u>\$ 86,974</u>

2021			
<i>(in thousands of dollars)</i>	<u>Hedge Funds</u>	<u>Private Equity Funds</u>	<u>Total</u>
Beginning of year balances	\$ 47,351	\$ 17	\$ 47,368
Sales	(38,000)	-	(38,000)
Net unrealized gains (losses)	6,161	(2)	6,159
End of year balances	<u>\$ 15,512</u>	<u>\$ 15</u>	<u>\$ 15,527</u>

The total aggregate net unrealized (losses) gains included in the fair value of the Level 3 investments as of June 30, 2022 and 2021 were approximately (\$543,000) and \$7,635,000, respectively. There were transfers out of Level 3 measurements during the years ended June 30, 2022 and 2021. The hedge funds' liquidation will be completed by the end of Fiscal Year 2023.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2022 and 2021.

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The weighted average asset allocation, by asset category, for the Health System's pension plans is as follows at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Cash and short-term investments	2 %	6 %
U.S. government securities	17	5
Domestic debt securities	33	46
Global debt securities	3	4
Domestic equities	18	19
International equities	5	7
Emerging market equities	3	5
Global equities	7	6
Hedge funds	12	2
Total	<u>100 %</u>	<u>100 %</u>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$12,500,000 to the Plans in 2023, however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2023	\$ 124,252
2024	56,264
2025	57,774
2026	59,040
2027	60,176
2028 – 2032	310,262

The Cheshire Medical Center plan was terminated effective June 30, 2022, pending regulatory approvals. Following regulatory approval, the plan sponsor intends to distribute assets and settle plan obligations through a lump sum offering to active and terminated vested participants and a group annuity contract will be purchased for any participant that doesn't elect the lump sum, along with all participants currently in pay status. It is anticipated that benefits will be distributed by June 30, 2023. The benefit obligation for the plan reflects anticipated disbursement costs and a terminal cash contribution to fully fund benefits will be made at that time. The obligations reflect the cost of providing the lump sums and group annuity, described above, as well as administrative costs and a terminal contribution which will be necessary to fund all of the costs of terminating the plan. It is expected that the obligations will be settled by June 30, 2023 and the plan termination liability will reflect economic conditions, lump sum election rates and annuity pricing at that time. As a result, the final plan termination liability may be different from the amounts shown in this report.

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Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$64,946,000 and \$60,268,000 in 2022 and 2021, respectively, are included in employee benefits expenses in the accompanying Consolidated Statements of Operations and Changes in Net Assets.

Various 403(b) and tax-sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2022 and 2021.

Postretirement Medical and Life Insurance Benefits

The Health System has postretirement medical and life insurance benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Service cost	\$ 456	\$ 533
Interest cost	1,394	1,340
Net prior service income	-	(3,582)
Net loss amortization	752	738
Total	<u>\$ 2,602</u>	<u>\$ (971)</u>

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The following table sets forth the accumulated postretirement medical and life insurance benefit obligation amounts recognized in the Health System's consolidated financial statements at June 30, 2022 and 2021:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Change in benefit obligation		
Accumulated benefit obligation, beginning of year	\$ 46,863	\$ 48,078
Service cost	456	533
Interest cost	1,394	1,340
Benefits paid	(3,401)	(3,439)
Actuarial loss	(4,964)	383
Employer contributions	<u>(33)</u>	<u>(32)</u>
Accumulated benefit obligation, end of year	<u>40,315</u>	<u>46,863</u>
Current portion of liability for postretirement medical and life benefits	\$ (3,500)	\$ (3,422)
Long-term portion of liability for postretirement medical and life benefits	<u>(36,815)</u>	<u>(43,441)</u>
Funded status of the plans and liability for postretirement medical and life benefits	\$ <u>(40,315)</u>	\$ <u>(46,863)</u>

As of June 30, 2022 and 2021, the liability for postretirement medical and life insurance benefits is included in the liability for pension and other postretirement plan benefits in the accompanying Consolidated Balance Sheets.

Amounts not yet reflected in net periodic income for the postretirement medical and life insurance benefit plans, included in the change in net assets without donor restrictions, are as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Net actuarial loss	<u>4,445</u>	<u>9,981</u>
Total	\$ <u>4,445</u>	\$ <u>9,981</u>

The estimated amount of net losses that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2023 is approximately \$62,000.

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The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30, 2022 and thereafter:

(in thousands of dollars)

2023	\$ 3,500
2024	3,721
2025	3,725
2026	3,720
2027	3,700
2028-2032	16,820

In determining the accumulated benefit obligation for the postretirement medical and life insurance plans, the Health System used a discount rates of 5.10% in 2022, and an assumed healthcare cost trend rate of 7.00%, trending down to 5.00% in 2029 and thereafter.

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH, APD, MAHHC, and VNH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. RRG cedes the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda, and HAC cedes a portion of this risk to a variety of commercial reinsurers. D-H has majority ownership interest in both HAC and RRG. The insurance program provides coverage to the covered institutions, named insureds and their employees on a modified claims-made basis, which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined, based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2022 and 2021, are summarized as follows:

	<u>2022</u>		
	<u>HAC</u>	<u>RRG</u>	<u>Total</u>
<i>(in thousands of dollars)</i>			
Assets	\$ 79,831	\$ 2,245	\$ 82,076
Shareholders' equity	13,620	50	13,670
	<u>2021</u>		
	<u>HAC</u>	<u>RRG</u>	<u>Total</u>
<i>(in thousands of dollars)</i>			
Assets	\$ 71,772	\$ 3,583	\$ 75,355
Shareholders' equity	13,620	50	13,670

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13. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Line of Credit

The Health System has entered into a loan agreement with a financial institution, establishing access to revolving loans ranging from \$10,000,000 up to \$30,000,000. Interest is variable and determined using the Bloomberg Short-Term Bank Yield Index or the Wall Street Journal Prime Rate. The loan agreement is due to expire March 29, 2023. There was no outstanding balance under the line of credit as of June 30, 2022 and 2021. Interest expense was approximately \$91,000 and \$28,000, respectively, and is included in the Consolidated Statements of Operations and Changes in Net Assets.

14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

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Notes to Consolidated Financial Statements
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Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2022:

	2022			
<i>(in thousands of dollars)</i>	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Operating expenses				
Salaries	\$ 1,129,572	\$ 184,533	\$ 1,302	\$ 1,315,407
Employee benefits	281,455	40,887	228	322,570
Medical supplies and medications	645,437	3,835	-	649,272
Purchased services and other	255,639	142,241	5,982	403,862
Medicaid enhancement tax	82,725	-	-	82,725
Depreciation and amortization	42,227	44,675	56	86,958
Interest	9,116	22,987	10	32,113
Total operating expenses	<u>\$ 2,446,171</u>	<u>\$ 439,158</u>	<u>\$ 7,578</u>	<u>\$ 2,892,907</u>
Non-operating income				
Employee benefits	<u>\$ 12,144</u>	<u>\$ 1,755</u>	<u>\$ 11</u>	<u>\$ 13,910</u>
Total non-operating income	<u>\$ 12,144</u>	<u>\$ 1,755</u>	<u>\$ 11</u>	<u>\$ 13,910</u>

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2022 and 2021

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2021:

	2021			
<i>(in thousands of dollars)</i>	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Operating expenses				
Salaries	\$ 1,019,272	\$ 164,937	\$ 1,701	\$ 1,185,910
Employee benefits	212,953	88,786	403	302,142
Medical supplies and medications	540,541	4,982	-	545,523
Purchased services and other	252,705	125,931	5,313	383,949
Medicaid enhancement tax	72,941	-	-	72,941
Depreciation and amortization	38,945	49,943	33	88,921
Interest	8,657	22,123	7	30,787
Total operating expenses	<u>\$ 2,146,014</u>	<u>\$ 456,702</u>	<u>\$ 7,457</u>	<u>\$ 2,610,173</u>
	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Non-operating income				
Employee benefits	\$ 9,200	\$ 4,354	\$ 5	\$ 13,559
Total non-operating income	<u>\$ 9,200</u>	<u>\$ 4,354</u>	<u>\$ 5</u>	<u>\$ 13,559</u>

15. Liquidity

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying Consolidated Balance Sheets may not be available for general expenditure within one year of the balance sheet date.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2022 and 2021

The Health System's financial assets available at June 30, 2022 and 2021 to meet cash needs for general expenditures within one year of June 30, 2022 and 2021, are as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 191,929	\$ 374,928
Patient accounts receivable	251,250	232,161
Assets limited as to use	1,181,094	1,378,479
Other investments for restricted activities	175,116	168,035
Total financial assets	<u>\$ 1,799,389</u>	<u>\$ 2,153,603</u>
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	57,522	57,239
Investments for restricted activities	175,116	168,035
Bond proceeds held for capital projects	99,397	178,434
Other investments with liquidity horizons greater than one year	159,792	111,390
Total financial assets available within one year	<u>\$ 1,307,562</u>	<u>\$ 1,638,505</u>

The Health System generated cash flow from operations of approximately \$(123,525,000) and \$95,740,000 for the years ended June 30, 2022 and June 30, 2021, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to \$30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

16. Lease Commitments

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date, based on the present value of lease payments over the lease term. The Health System uses the implicit rate noted within the contract. If not readily available, the Health System uses an estimated incremental borrowing rate, which is derived using a collateralized borrowing rate, for the same currency and term, as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less, rather the Health System recognizes lease expense for these leases on a straight-line basis, over the lease term, within lease and rental expense.

Operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at the Health System's sole discretion. When

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2022 and 2021

determining the lease term, management includes options to extend or terminate the lease when it is reasonably certain that the Health System will exercise that option.

Certain lease agreements for real estate include payments based on actual common area maintenance expenses and/or rental payments adjusted periodically for inflation. These variable lease payments are recognized in other occupancy costs in the Consolidated Statements of Operations and Changes in Net Assets, but are not included in the right-of-use asset or liability balances in our Consolidated Balance Sheets. Lease agreements do not contain any material residual value guarantees, restrictions, or covenants.

The components of lease expense for the years ended June 30, 2022 and 2021 are as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Operating lease cost	\$ 9,573	\$ 10,381
Variable and short term lease cost (a)	<u>10,894</u>	<u>8,019</u>
Total lease and rental expense	<u>\$ 20,467</u>	<u>\$ 18,400</u>
Finance lease cost:		
Depreciation of property under finance lease	\$ 3,345	\$ 3,408
Interest on debt of property under finance lease	<u>448</u>	<u>533</u>
Total finance lease cost	<u>\$ 3,793</u>	<u>\$ 3,941</u>

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the years ended June 30, 2022 and 2021 are as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 9,952	\$ 10,611
Operating cash flows from finance leases	448	533
Financing cash flows from finance leases	<u>3,255</u>	<u>3,108</u>
Total	<u>\$ 13,655</u>	<u>\$ 14,252</u>

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2022 and 2021

Supplemental balance sheet information related to leases as of June 30, 2022 and 2021 are as follows:

<i>(in thousands of dollars)</i>	<u>2022</u>	<u>2021</u>
Operating Leases		
Right-of-use assets - operating leases	\$ 61,165	\$ 51,410
Accumulated amortization	(21,222)	(15,180)
Right-of-use assets - operating leases, net	<u>39,943</u>	<u>36,230</u>
Current portion of right-of-use obligations	8,314	8,038
Long-term right-of-use obligations, excluding current portion	32,207	28,686
Total operating lease liabilities	<u>40,521</u>	<u>36,724</u>
Finance Leases		
Right-of-use assets - finance leases	27,963	27,940
Accumulated depreciation	(8,981)	(5,760)
Right-of-use assets - finance leases, net	<u>18,982</u>	<u>22,180</u>
Current portion of right-of-use obligations	3,005	3,251
Long-term right-of-use obligations, excluding current portion	16,617	19,481
Total finance lease liabilities	<u>\$ 19,622</u>	<u>\$ 22,732</u>
Weighted Average remaining lease term, years		
Operating leases	7.73	6.75
Finance leases	19.77	18.73
Weighted Average discount rate		
Operating leases	2.24%	2.12%
Finance leases	2.17%	2.14%

The System obtained \$8.9 million and \$0.1 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2022.

The System obtained \$7.6 million and \$2.1 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2021.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2022 and 2021

Future maturities of lease liabilities as of June 30, 2022 are as follows:

<i>(in thousands of dollars)</i>	<u>Operating Leases</u>	<u>Finance Leases</u>
Year ending June 30:		
2023	\$ 9,121	\$ 3,395
2024	7,971	2,297
2025	5,083	1,261
2026	3,750	882
2027	3,357	800
Thereafter	15,096	15,713
Total lease payments	44,378	24,348
Less: Imputed interest	3,857	4,726
Total lease obligations	<u>\$ 40,521</u>	<u>\$ 19,622</u>

17. Subsequent Events

The Health System has assessed the impact of subsequent events through November 16, 2022, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements.

Consolidating Supplemental Information

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Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
\$ 2,058	\$ 66,827	\$ 20,185	\$ 38,416	\$ 28,467	\$ 11,327	\$ -	\$ 187,258	\$ 24,671	\$ -	\$ 191,929
-	206,400	18,106	9,817	9,175	5,380	-	248,858	2,392	-	251,250
<u>23,581</u>	<u>161,262</u>	<u>19,580</u>	<u>3,522</u>	<u>4,452</u>	<u>1,472</u>	<u>(31,119)</u>	<u>182,730</u>	<u>(11,372)</u>	<u>(2,225)</u>	<u>169,133</u>
25,617	434,489	57,851	51,755	42,094	18,159	(31,119)	598,846	15,691	(2,225)	612,312
301,000	858,919	12,665	14,680	18,005	25,753	(98,848)	1,130,174	50,920	-	1,181,094
842,052	11,557	-	803	-	-	(853,609)	803	(803)	-	-
490	118,082	16,422	727	3,925	6,846	-	146,492	28,624	-	175,116
-	585,064	63,067	24,757	45,973	15,526	-	734,387	30,453	-	764,840
1,362	35,321	1,830	14,892	166	5,249	-	58,820	105	-	58,925
681	148,516	1,187	14,391	6,573	4,983	-	174,331	(2,168)	-	172,163
<u>\$ 1,171,202</u>	<u>\$ 2,189,948</u>	<u>\$ 153,022</u>	<u>\$ 122,005</u>	<u>\$ 114,736</u>	<u>\$ 76,516</u>	<u>\$ (983,578)</u>	<u>\$ 2,843,853</u>	<u>\$ 122,822</u>	<u>\$ (2,225)</u>	<u>\$ 2,964,450</u>
\$ -	\$ 4,810	\$ 865	\$ 800	\$ 23	\$ -	\$ -	\$ 6,498	\$ 98	\$ -	\$ 6,596
559	6,514	689	852	172	473	-	11,259	60	-	11,319
-	3,500	-	-	-	-	-	3,500	-	-	3,500
147,826	100,110	16,607	4,883	4,843	8,893	(129,967)	152,795	6,002	(2,225)	156,572
-	169,194	8,817	4,431	4,507	4,434	-	189,383	1,177	-	190,560
3,002	68,678	22,999	17,488	21,886	647	-	134,898	-	-	134,898
151,187	355,004	47,977	28,454	31,431	14,247	(129,967)	496,333	7,337	(2,225)	503,445
-	808,802	-	-	27,437	17,570	(853,609)	-	-	-	-
1,044,845	25,084	21,667	23,060	32	(110)	-	1,114,778	2,510	-	1,117,288
803	27,359	1,233	14,499	-	4,885	-	48,779	45	-	48,824
-	76,878	623	373	401	250	-	76,325	66	-	76,391
-	220,350	7,774	-	-	481	-	228,605	1	-	228,606
-	129,092	1,109	300	1,749	-	-	132,250	21,846	-	154,096
<u>1,196,835</u>	<u>1,642,169</u>	<u>80,583</u>	<u>66,686</u>	<u>61,050</u>	<u>37,323</u>	<u>(983,578)</u>	<u>2,101,070</u>	<u>31,805</u>	<u>(2,225)</u>	<u>2,130,650</u>
(25,838)	416,255	53,646	54,590	48,974	31,078	-	580,805	53,352	40	634,297
5	129,524	18,793	729	4,712	8,115	-	161,878	37,665	(40)	199,503
<u>(25,833)</u>	<u>547,779</u>	<u>72,439</u>	<u>55,319</u>	<u>53,686</u>	<u>39,193</u>	<u>-</u>	<u>742,783</u>	<u>91,017</u>	<u>-</u>	<u>833,800</u>
<u>\$ 1,171,202</u>	<u>\$ 2,189,948</u>	<u>\$ 153,022</u>	<u>\$ 122,005</u>	<u>\$ 114,736</u>	<u>\$ 76,516</u>	<u>\$ (983,578)</u>	<u>\$ 2,843,853</u>	<u>\$ 122,822</u>	<u>\$ (2,225)</u>	<u>\$ 2,964,450</u>

Rock Health and Subsidiaries
Balance Sheets

	<u>D-HH and Other Subsidiaries</u>	<u>D-H and Subsidiaries</u>	<u>Cheshire and Subsidiaries</u>	<u>NLH</u>	<u>MAHMC and Subsidiaries</u>	<u>APD and Subsidiary</u>	<u>VNH and Subsidiaries</u>	<u>Eliminations</u>	<u>Health System Consolidated</u>
Assets	\$ 2,056	\$ 68,075	\$ 32,500	\$ 28,467	\$ 11,631	\$ 47,894	\$ 1,306	\$ -	\$ 191,929
	-	206,400	18,106	9,175	5,431	9,817	2,321	-	251,250
	<u>23,561</u>	<u>181,508</u>	<u>8,296</u>	<u>4,452</u>	<u>1,499</u>	<u>2,678</u>	<u>483</u>	<u>(33,344)</u>	<u>169,133</u>
	25,617	435,983	58,902	42,094	18,561	60,389	4,110	(33,344)	612,312
	301,000	884,007	13,183	16,005	26,979	14,680	24,088	(98,848)	1,181,094
	842,052	11,557	-	-	-	-	-	(853,609)	-
	490	125,614	37,124	3,925	6,846	1,031	86	-	175,116
	-	587,739	66,385	45,973	16,947	42,436	5,360	-	764,840
	1,362	35,321	1,830	166	5,248	14,892	106	-	58,925
	681	148,699	8,316	6,573	2,528	7,292	76	-	172,163
	<u>\$ 1,171,202</u>	<u>\$ 2,226,920</u>	<u>\$ 185,740</u>	<u>\$ 114,738</u>	<u>\$ 77,107</u>	<u>\$ 140,720</u>	<u>\$ 33,826</u>	<u>\$ (985,801)</u>	<u>\$ 2,964,450</u>
Liabilities	\$ -	\$ 4,810	\$ 865	\$ 23	\$ 26	\$ 800	\$ 72	\$ -	\$ 6,596
Accounts payable	559	8,514	689	172	472	852	61	-	11,319
Accrued liabilities	-	3,500	-	-	-	-	-	-	3,500
Deferred revenues	147,626	100,617	16,726	4,843	8,831	5,481	4,640	(132,192)	156,572
Other	-	169,194	6,817	4,507	4,490	4,735	817	-	190,560
	<u>3,002</u>	<u>68,876</u>	<u>22,999</u>	<u>21,886</u>	<u>647</u>	<u>17,488</u>	<u>-</u>	<u>-</u>	<u>134,898</u>
	151,187	355,511	48,096	31,431	14,466	28,356	5,590	(132,192)	503,445
	-	808,602	-	27,437	17,570	-	-	(853,609)	-
Minority interest	1,044,845	25,084	21,867	32	110	23,005	2,345	-	1,117,288
Other	803	27,359	1,233	-	4,885	14,499	45	-	48,824
	-	76,678	623	401	250	373	66	-	78,391
Other	-	220,350	7,774	-	482	-	-	-	228,606
	-	129,092	1,109	1,749	-	22,146	-	-	154,096
	<u>1,196,835</u>	<u>1,642,676</u>	<u>80,702</u>	<u>61,050</u>	<u>37,763</u>	<u>89,379</u>	<u>8,046</u>	<u>(985,801)</u>	<u>2,130,650</u>
Equity	(25,638)	447,013	56,674	48,974	31,231	50,308	25,695	40	634,297
Retained earnings	5	137,231	48,384	4,712	8,113	1,033	85	(40)	199,503
Other	(25,833)	584,244	105,038	53,686	39,344	51,341	25,780	-	833,800
	<u>\$ 1,171,202</u>	<u>\$ 2,226,920</u>	<u>\$ 185,740</u>	<u>\$ 114,738</u>	<u>\$ 77,107</u>	<u>\$ 140,720</u>	<u>\$ 33,826</u>	<u>\$ (985,801)</u>	<u>\$ 2,964,450</u>

ock Health and Subsidiaries
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Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
\$ 1,826	\$ 226,779	\$ 35,148	\$ 41,371	\$ 26,814	\$ 18,350	\$ -	\$ 350,288	\$ 24,842	\$ -	\$ 374,928
	196,350	13,238	6,779	6,899	6,522	-	229,588	2,573	-	232,161
23,267	151,336	20,932	2,012	4,771	1,793	(35,942)	168,169	(10,634)	(217)	157,318
25,093	574,465	69,316	50,162	38,284	26,665	(35,942)	748,043	16,581	(217)	784,407
380,020	1,039,327	19,016	15,480	16,725	20,195	(169,849)	1,320,914	57,565	-	1,378,479
845,157	11,769	-	1,010	-	-	(856,926)	1,010	(1,010)	-	-
248	111,209	12,212	1,128	4,266	7,699	-	136,782	31,273	-	168,035
-	501,640	64,101	22,623	47,232	15,403	-	650,999	29,434	-	680,433
1,233	32,343	2,396	16,104	360	5,819	-	58,255	155	-	58,410
2,431	146,226	1,315	14,380	7,282	5,172	-	176,806	292	-	177,098
\$ 1,254,182	\$ 2,416,979	\$ 168,356	\$ 120,887	\$ 114,149	\$ 80,953	\$ (1,062,717)	\$ 3,092,789	\$ 134,290	\$ (217)	\$ 3,226,862
\$ -	\$ 7,575	\$ 885	\$ 777	\$ 91	\$ -	\$ -	\$ 9,308	\$ 99	\$ -	\$ 9,407
354	8,369	656	1,078	197	550	-	11,204	85	-	11,289
-	3,468	-	-	-	-	-	3,468	-	-	3,468
207,566	99,374	11,911	2,455	4,968	5,858	(205,791)	126,341	5,100	(217)	131,224
-	156,073	6,648	5,706	4,407	5,343	-	180,177	1,893	-	182,070
-	160,410	31,226	27,006	26,902	6,230	-	251,774	769	-	252,543
207,920	435,269	53,306	37,022	36,565	17,981	(205,791)	582,272	7,946	(217)	590,001
-	811,563	-	-	27,793	17,570	(658,926)	-	-	-	-
1,047,659	29,846	22,753	23,558	55	(115)	-	1,123,756	2,801	-	1,126,357
879	24,463	1,676	15,351	172	5,357	-	48,096	69	-	48,167
-	76,528	475	325	388	218	-	79,934	40	-	79,974
-	218,955	5,288	-	-	511	-	224,752	-	-	224,752
-	179,497	4,224	4,534	4,142	-	-	192,397	22,317	-	214,714
1,256,458	1,778,121	87,920	80,790	69,115	41,522	(1,062,717)	2,251,209	32,973	(217)	2,283,965
(2,524)	526,153	65,224	38,969	39,557	29,838	-	697,217	61,370	40	758,627
248	112,705	15,212	1,128	5,477	9,593	-	144,363	39,947	(40)	184,270
(2,276)	638,858	80,436	40,097	45,034	39,431	-	841,580	101,317	-	942,897
\$ 1,254,182	\$ 2,416,979	\$ 168,356	\$ 120,887	\$ 114,149	\$ 80,953	\$ (1,062,717)	\$ 3,092,789	\$ 134,290	\$ (217)	\$ 3,226,862

ock Health and Subsidiaries
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	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
ets	\$ 1,826	\$ 227,402	\$ 44,165	\$ 26,814	\$ 18,609	\$ 50,451	\$ 5,861	\$ -	\$ 374,928
	-	196,350	13,238	6,699	8,620	6,779	2,475	-	232,161
	23,267	151,677	10,195	4,771	1,808	1,418	341	(36,159)	157,318
	25,093	575,429	67,598	38,284	27,037	58,648	8,477	(36,159)	764,407
	380,020	1,066,781	20,459	16,725	21,533	15,480	27,330	(169,849)	1,378,479
	845,157	11,769	-	-	-	-	-	(856,926)	-
	248	119,371	34,921	4,266	7,698	1,501	30	-	168,035
	-	504,315	67,543	47,232	16,932	41,218	3,193	-	680,433
	1,233	32,343	2,398	360	5,820	16,104	154	-	58,410
	2,431	148,408	10,288	7,282	2,715	7,534	442	-	177,098
	\$ 1,254,182	\$ 2,456,416	\$ 203,203	\$ 114,149	\$ 81,735	\$ 140,485	\$ 39,626	\$ (1,062,934)	\$ 3,226,862
nd	\$ -	\$ 7,575	\$ 865	\$ 91	\$ 26	\$ 777	\$ 73	\$ -	\$ 9,407
	354	8,369	656	197	550	1,078	85	-	11,289
fits	-	3,468	-	-	-	-	-	-	3,468
	207,568	99,682	12,032	4,968	5,983	2,920	4,081	(206,008)	131,224
	-	156,073	8,648	4,407	5,385	6,116	1,441	-	182,070
	-	160,410	31,226	26,902	6,231	27,006	768	-	252,543
	207,920	435,577	53,427	36,565	18,175	37,897	6,448	(206,008)	590,001
	-	811,563	-	27,793	17,570	-	-	(856,926)	-
ortion	1,047,659	29,846	22,753	55	131	23,496	2,417	-	1,126,357
	879	24,463	1,876	172	5,357	15,351	69	-	48,167
	-	78,528	476	388	218	325	39	-	79,974
nt-	-	218,955	5,286	-	511	-	-	-	224,752
	-	179,497	4,223	4,142	-	26,852	-	-	214,714
	1,256,458	1,778,429	88,041	69,115	41,962	103,921	8,973	(1,062,934)	2,283,965
	(2,524)	557,101	68,588	39,557	30,181	35,063	30,823	40	758,627
	248	120,886	46,576	5,477	9,582	1,501	30	(40)	184,270
	(2,276)	677,987	115,162	45,034	39,773	36,564	30,853	-	942,897
	\$ 1,254,182	\$ 2,456,416	\$ 203,203	\$ 114,149	\$ 81,735	\$ 140,485	\$ 39,626	\$ (1,062,934)	\$ 3,226,862

Dartmouth Health and Subsidiaries
Statements of Operations and Changes in Net Assets without Donor Restrictions
2022

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
	\$ -	\$ 1,751,093	\$ 238,845	\$ 99,403	\$ 79,754	\$ 59,040	\$ -	\$ 2,225,935	\$ 17,302	\$ -	\$ 2,243,237
	209	133,928	165	21	22	3,521	(80,573)	77,293	458	(85)	77,668
	38,568	492,455	23,736	4,146	7,527	2,754	(50,711)	518,475	16,731	(1,175)	534,031
	249	13,289	779	435	190	204	-	15,156	738	-	15,894
Support	39,028	2,390,775	261,325	104,005	87,493	65,519	(111,284)	2,836,859	35,229	(1,260)	2,870,828
	-	1,091,601	135,063	43,268	40,219	28,960	(45,229)	1,283,900	20,422	1,085	1,315,407
	-	266,795	31,761	10,302	7,537	8,240	(5,842)	318,793	3,514	263	322,570
	-	578,581	43,203	12,266	9,946	4,127	-	648,123	1,149	-	649,272
	25,838	312,373	42,723	15,951	13,068	17,383	(32,862)	394,274	11,398	(1,810)	403,862
	-	64,036	9,468	3,980	2,834	2,407	-	82,725	-	-	82,725
	-	64,843	8,771	3,519	4,819	2,359	-	84,111	2,847	-	86,958
	32,536	25,355	914	878	1,073	493	(29,530)	31,727	386	-	32,113
	58,174	2,403,394	271,923	90,160	79,496	63,969	(113,463)	2,853,653	39,716	(462)	2,892,907
	(19,148)	(12,619)	(10,598)	13,845	7,997	1,550	2,179	(16,794)	(4,487)	(798)	(22,079)
Post	(8,028)	(58,973)	(2,068)	(795)	(1,114)	(1,555)	(210)	(72,741)	(6,003)	-	(78,744)
	-	11,902	2,008	-	-	-	-	13,910	-	-	13,910
	(3,540)	(1,641)	(542)	-	1	169	(1,969)	(7,522)	66	798	(6,658)
Net	(11,568)	(48,712)	(602)	(795)	(1,113)	(1,386)	(2,179)	(68,353)	(5,937)	798	(71,492)
expenses	(30,714)	(61,331)	(11,200)	13,050	6,884	164	-	(83,147)	(10,424)	-	(93,571)
	-	678	52	-	460	233	-	1,423	150	-	1,573
	-	(27,860)	(4,496)	-	-	48	-	(32,308)	(1)	-	(32,309)
	7,600	(19,385)	4,066	2,571	2,096	795	-	(2,257)	2,257	-	-
	-	-	-	-	(23)	-	-	(23)	-	-	(23)
Without donor	\$ (23,114)	\$ (107,888)	\$ (11,578)	\$ 15,621	\$ 9,417	\$ 1,240	\$ -	\$ (116,312)	\$ (6,018)	\$ -	\$ (124,330)

Dartmouth Health and Subsidiaries
Components of Operations and Changes in Net Assets without Donor Restrictions
2022

	Dartmouth-Hitchcock Health	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
	\$ -	\$ 1,751,093	\$ 236,645	\$ 79,754	\$ 59,041	\$ 99,403	\$ 17,301	\$ -	\$ 2,243,237
	209	134,388	165	21	3,521	21	-	(60,659)	77,668
	38,568	494,363	23,794	7,527	4,370	14,587	2,708	(51,886)	534,031
	249	13,873	821	190	204	548	9	-	15,894
Other support	39,026	2,393,717	261,425	87,492	67,136	114,559	20,018	(112,545)	2,670,828
	-	1,091,601	135,116	40,219	29,729	47,352	15,534	(44,144)	1,315,407
	-	266,795	31,770	7,537	8,381	11,169	2,517	(5,579)	322,570
	-	578,581	43,203	9,946	4,126	12,297	1,123	(4)	649,272
	25,838	315,589	42,938	13,067	18,072	18,915	4,313	(34,670)	403,862
	-	64,036	9,469	2,834	2,406	3,980	-	-	82,725
	-	64,643	8,895	4,819	2,483	5,595	523	-	88,958
	32,536	25,365	914	1,073	493	1,204	58	(29,530)	32,113
	58,174	2,406,610	272,305	79,495	65,670	100,512	24,068	(113,927)	2,892,907
	(18,148)	(12,893)	(10,880)	7,997	1,466	14,047	(4,050)	1,382	(22,079)
	(8,026)	(61,039)	(2,163)	(1,114)	(1,863)	(1,373)	(3,155)	(211)	(78,744)
and post	-	11,902	2,008	-	-	-	-	-	13,910
	(3,540)	(1,641)	(542)	1	179	-	56	(1,171)	(8,858)
Net	(11,586)	(50,778)	(897)	(1,113)	(1,484)	(1,373)	(3,099)	(1,382)	(71,492)
Other expenses	(30,714)	(63,671)	(11,577)	6,884	(18)	12,674	(7,149)	-	(93,571)
Capital	-	834	53	460	226	-	-	-	1,573
Other	-	(27,860)	(4,496)	-	47	-	-	-	(32,309)
	7,600	(19,391)	4,108	2,096	795	2,571	2,221	-	-
	-	-	-	(23)	-	-	-	-	(23)
Assets without donor	\$ (23,114)	\$ (110,088)	\$ (11,912)	\$ 9,417	\$ 1,050	\$ 15,245	\$ (4,928)	\$ -	\$ (124,330)

ock Health and Subsidiaries
ements of Operations and Changes in Net Assets without Donor Restrictions
2021

	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheahle Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Acutey Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	7,266	1,683,612	230,610	82,373	61,814	59,686	(55,753)	2,118,295	19,992	(14)	2,138,287
	29,784	129,880	379	-	162	2,963	(37,267)	84,897	360	(1,801)	85,263
	197	404,547	6,775	1,905	4,370	1,175	-	411,269	15,490	-	424,858
		12,631	1,182	61	200	201	-	14,472	729	-	15,201
pport	<u>37,247</u>	<u>2,230,670</u>	<u>239,148</u>	<u>84,339</u>	<u>66,546</u>	<u>64,025</u>	<u>(93,040)</u>	<u>2,628,933</u>	<u>36,591</u>	<u>(1,815)</u>	<u>2,663,709</u>
	-	988,595	118,678	40,567	33,811	29,119	(42,565)	1,168,005	16,800	1,105	1,185,910
	-	251,774	29,984	7,141	6,550	7,668	(5,159)	297,858	3,877	307	302,142
	-	481,863	41,889	9,776	7,804	3,275	(85)	544,102	1,421	-	545,523
	19,503	291,364	33,737	12,398	16,591	14,884	(18,065)	370,410	15,395	(1,856)	383,949
	-	57,312	8,315	3,075	2,523	1,716	-	72,941	-	-	72,941
	10	67,666	8,623	3,366	4,364	2,617	-	86,646	2,275	-	88,921
	<u>32,324</u>	<u>24,158</u>	<u>936</u>	<u>875</u>	<u>1,077</u>	<u>510</u>	<u>(29,485)</u>	<u>30,385</u>	<u>402</u>	<u>-</u>	<u>30,787</u>
	<u>51,837</u>	<u>2,162,732</u>	<u>241,942</u>	<u>77,106</u>	<u>72,320</u>	<u>59,789</u>	<u>(95,369)</u>	<u>2,570,447</u>	<u>40,170</u>	<u>(444)</u>	<u>2,610,173</u>
	<u>(14,590)</u>	<u>67,938</u>	<u>(2,796)</u>	<u>7,143</u>	<u>(5,774)</u>	<u>4,236</u>	<u>2,329</u>	<u>58,486</u>	<u>(3,579)</u>	<u>(1,371)</u>	<u>53,536</u>
	1,223	172,461	3,546	2,495	4,506	3,875	(137)	187,969	15,807	-	203,776
ost	-	13,028	547	-	-	(16)	-	13,559	-	-	13,559
	<u>(3,540)</u>	<u>(653)</u>	<u>(332)</u>	<u>-</u>	<u>2</u>	<u>194</u>	<u>(2,192)</u>	<u>(6,521)</u>	<u>917</u>	<u>1,371</u>	<u>(4,233)</u>
it	<u>(2,317)</u>	<u>184,636</u>	<u>3,761</u>	<u>2,495</u>	<u>4,506</u>	<u>4,053</u>	<u>(2,329)</u>	<u>195,007</u>	<u>16,724</u>	<u>1,371</u>	<u>213,102</u>
xpenses	<u>(16,907)</u>	<u>252,774</u>	<u>965</u>	<u>9,638</u>	<u>(1,266)</u>	<u>8,289</u>	<u>-</u>	<u>253,493</u>	<u>13,145</u>	<u>-</u>	<u>266,638</u>
	-	1,076	600	-	108	224	-	2,006	9	-	2,017
	-	43,047	16,007	-	-	78	-	59,132	-	-	59,132
	8,859	(13,548)	(42)	-	4,557	-	-	(174)	174	-	-
	-	(20)	(35)	(120)	-	-	-	(175)	(11)	-	(186)
hout donor	<u>\$ (8,048)</u>	<u>\$ 283,329</u>	<u>\$ 17,495</u>	<u>\$ 9,518</u>	<u>\$ 3,369</u>	<u>\$ 8,591</u>	<u>\$ -</u>	<u>\$ 314,284</u>	<u>\$ 13,317</u>	<u>\$ -</u>	<u>\$ 327,601</u>

ock Health and Subsidiaries
ents of Operations and Changes in Net Assets without Donor Restrictions
2021

	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiary	VNH and Subsidiaries	Eliminations	Health System Consolidated
	\$ -	\$ 1,683,612	\$ 230,810	\$ 61,814	\$ 59,672	\$ 82,373	\$ 20,006	\$ -	\$ 2,138,287
	7,266	130,261	379	161	2,963	-	-	(55,767)	85,263
	29,784	406,911	6,862	4,370	2,839	11,997	1,283	(39,088)	424,958
	197	13,290	1,196	199	201	118	-	-	15,201
or support	<u>37,247</u>	<u>2,234,074</u>	<u>239,247</u>	<u>66,544</u>	<u>65,675</u>	<u>94,488</u>	<u>21,289</u>	<u>(94,855)</u>	<u>2,663,709</u>
	-	988,595	118,711	33,611	29,986	44,240	12,227	(41,480)	1,185,910
	-	251,774	29,994	6,550	7,820	7,884	2,972	(4,852)	302,142
	-	481,863	41,669	7,604	3,270	9,784	1,418	(85)	545,523
	19,505	294,228	33,912	18,589	15,395	15,455	8,788	(19,921)	383,949
	-	57,312	8,315	2,523	1,716	3,075	-	-	72,941
	10	67,866	8,752	4,364	2,741	5,003	385	-	88,921
	32,324	24,158	936	1,077	510	1,217	60	(29,495)	30,787
	<u>51,839</u>	<u>2,165,596</u>	<u>242,289</u>	<u>72,318</u>	<u>61,438</u>	<u>86,658</u>	<u>25,848</u>	<u>(95,813)</u>	<u>2,810,173</u>
	(14,592)	68,478	(3,042)	(5,774)	4,237	7,830	(4,559)	958	53,536
	1,223	179,357	6,317	4,506	4,066	2,472	5,972	(137)	203,776
nd post	-	13,028	547	-	(16)	-	-	-	13,559
	(3,540)	(653)	(346)	2	207	-	918	(821)	(4,233)
na, net	<u>(2,317)</u>	<u>191,732</u>	<u>6,518</u>	<u>4,508</u>	<u>4,257</u>	<u>2,472</u>	<u>6,890</u>	<u>(958)</u>	<u>213,102</u>
ver expenses	(18,909)	260,210	3,476	(1,266)	8,494	10,302	2,331	-	266,638
pital	-	1,085	600	108	224	-	-	-	2,017
ier	-	43,047	16,007	-	78	-	-	-	59,132
	8,859	(13,548)	-	4,557	-	-	132	-	-
	-	(20)	(46)	-	-	(120)	-	-	(186)
s without donor	<u>\$ (8,050)</u>	<u>\$ 290,774</u>	<u>\$ 20,037</u>	<u>\$ 3,399</u>	<u>\$ 8,796</u>	<u>\$ 10,182</u>	<u>\$ 2,463</u>	<u>\$ -</u>	<u>\$ 327,601</u>

Dartmouth-Hitchcock Health and Subsidiaries
Note to Supplemental Consolidating Information
June 30, 2022 and 2021

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All significant intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

MARY HITCHCOCK MEMORIAL HOSPITAL (MHMH)/
DARTMOUTH HITCHCOCK CLINIC (DHC)
DARTMOUTH HEALTH

BOARDS OF TRUSTEES AND OFFICERS

Effective: January 1, 2023

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Adjunct Professor, Australian Catholic University

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MHMH/DHC Trustee
Assistant Professor of Anesthesiology and Critical Care; Vice Chair for Education, Dept of Anesthesiology and Co-Medical Director, Surgical Intensive Care Unit

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MHMH/DHC/ Dartmouth Health Trustee
Ex-Officio: Dean, Geisel School of Medicine at Dartmouth

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MHMH/DHC/ Dartmouth Health Trustee
*Ex-Officio: CEO & President, D-H/D-HH
One Medical Center Drive, Lebanon, NH 03756*

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MHMH/DHC Trustee
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MHMH/DHC Trustee
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MHMH/DHC Trustee
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Department of Pathology and Laboratory Medicine*

Elof Eriksson, MD, PhD
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MHMH/DHC Trustee
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MHMH/DHC Trustee
Adjunct Lecturer, Harvard Kennedy School of Government

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Managing Director & CAO, White Mountains Insurance Group, Ltd

Sherri C. Oberg, MBA
MHMH/DHC Trustee
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MHMH/DHC Board Secretary | Dartmouth Health Trustee
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Charles G. Plimpton, MBA
MHMH/DHC/ Dartmouth Health Trustee
MHMH/DHC Boards' Treasurer
Dartmouth Health Board Treasurer & Secretary

Retired Investment Banker

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President & CEO, Northeast Delta Dental

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MHMH/DHC Trustee
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Dartmouth Health Trustee & Board Chair
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of Bank of America/Merrill Lynch*

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*Clinical Partner – Welsh Carson Anderson and
Stowe*

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FAAN**
MHMH/DHC/ Dartmouth Health Trustee
*Chief executive officer emeritus of the American
Organization of Nurse Executives (AONE)*

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MHMH/DHC Trustee
*William N. and Bessie Allyn Professor of Surgery,
Chair of the Department of Surgery at Dartmouth-
Hitchcock Medical Center (DHMC) and the Geisel
School of Medicine at Dartmouth, and senior vice
president of the Surgical Service Line at D-HH*

Member of Dartmouth Health, not a member of MHMH & DHC:

Richard J. Powell, MD
Dartmouth Health Trustee
*Section Chief, Vascular Surgery; Professor of Surgery
and Radiology*

Key Personnel & Annual Salary:

- Cathy Bean - \$98,966.40
- Jocelyn - \$68,390.40
- Andrea - \$64,833.60
- Samantha - \$46,987.20

Cathy Brittis, MSW

Summary

Master's level social worker with strong work experience in the area children protection and family support. Strength based approach in working with children, adolescents and families. Strengths include: assessment, crisis intervention, case management, support, advocacy, mediation skills, collaborative teamwork, and forensic interviewing skills.

Education

1993 – 1995 University of Vermont, Burlington, Vermont
Masters of Social Work
1987 – 1991 St. Michael's College, Colchester, Vermont
Bachelor of Arts in Psychology

Professional experience

Child Advocacy Center Program Director, Child Advocacy Center of Grafton and Sullivan Counties at Dartmouth Hitchcock Medical Center, Lebanon, NH (9/05-present)

- Oversee all aspects of the development and functioning of the Child Advocacy Center (CAC) to include financial management, sustainability needs, agency and community outreach, needs assessments and facilitation of CAC related meetings.
- Coordinate center services with participating agencies including child protection, law enforcement, prosecution, crisis services, medical and mental health professionals.
- Oversee and conduct forensic interviews of children who have been referred to the CAC for evaluation of child abuse.
- Coordinate referrals to needed services for families who have come to the CAC.
- Supervise staff of forensic interviewers and intake coordinators

Interim Investigative Supervisor, Department for Children and Families, State of Vermont, White River Jct., VT (7/05 – 9/05)

- Responsible for screening all intakes of child abuse and neglect.
- Assign reports to investigators and provide ongoing guidance and supervision through the investigation process to the investigator.
- Oversee that investigative policy and procedures are being followed by all employees.
- Provide training on mandated reporting and child abuse and neglect to community agencies.

Social Work Investigator, Department for Children and Families, State of Vermont, White River Jct., VT (8/95 – 7/05)

- Responsible for investigating reports of child abuse and neglect.
- Conduct interviews with children and families around allegations of child abuse and neglect. Assessing the strengths, risk factors, and safety concerns for the families. Providing crisis intervention, mediation and support services to these families.

- Facilitate/Support meetings with family members and community service providers.
- Member of the Orange East Family Support Team and the Child Advocacy Center at the Family Place, working collaboratively with community providers and families to ensure the safety of children.
- Support and Empower families in accessing necessary services to ensure the safety of their children and maintain family unity.
- Serve as Statewide Trainer of forensic interviewing and investigative skills workshop.
- Provide ongoing education and support to area school staff and other community providers in regards to reporting and investigating child abuse.

Spectrum Outreach Worker/Intern, Spectrum Youth and Family Services, Burlington, VT (9/94 - 5/95)

- Provided screenings, intakes, assessments and referrals to adolescents who were homeless or runaway. Promoted family reunification when appropriate.
- Case managed and supported homeless youth through independent living programs.
- Co-facilitated an independent living skills group for youth, enhancing skills for youth to live on own.
- Provided supervision to Peer Outreach Workers (youth who provided outreach services to kids "at risk" on the streets of Burlington).
- Assisted in the development of a shelter for run-away and homeless youth. Created rules, intake forms, consents, waivers, and other forms pertinent to procedural development.
- Provided crisis intervention via drop-in center and twenty-four hour hotline. Assessed crisis calls and provided appropriate interventions and safety plans.

Social Work Investigator Intern, SRS, Burlington, Vermont (9/93-5/94)

- Conduct interviews with children and families around allegations of child abuse and neglect. Assessing the strengths, risk factors, and safety concerns for the families. Providing crisis intervention, mediation and support services to these families.

Crime Victim Advocate, Family Services of the Mid-Hudson and Harlem Valleys, Poughkeepsie, NY (5/92-8/93)

- Provided 24 hour emergency rape/domestic violence crisis counseling via walk-ins, hotline, and police/hospital assistance.
- Established and supervised an emergency financial assistance program for victims of crime.
- Prepared victims for the court process and advocated on behalf of the victim.
- Provided group treatment to victims of crime. Co-facilitated a support group for victims of domestic violence. Facilitated a sexual harassment group for female adolescents.
- Created and presented outreach programs and crime prevention workshops for the schools of Dutchess County.

- Gathered pertinent data and responsible for submitting quarterly and annual reports to funding sources. Assisted in the writing of grant proposals to promote services, which were needed in the community.

Placement Prevention Worker/Intern, Baird Center for Children and Families, Burlington, VT (1/91-5/91)

- Worked with children and families "at risk" to promote safety and family unity.
- Provided intensive therapeutic services in the home.
- Provided counseling, education, and support to parents to improve their child management skills, prevent family dissolution, maximize the utilization of family resources towards improving parents ability to adequately meet the social, emotional, educational, and physical needs of their children.

Awards received.

Susan P. LaGasse Award for Excellence in Casework Practice for the State of Vermont, Department of Social and Rehabilitation Services (2000)

Lebanon Police Department, Citizen of the Year Award, 2009

References will be furnished upon request.

Andrea Kegelman

Education:

Bachelor of Science, Criminal Justice, September 2004
College for Lifelong Learning, University System of New Hampshire
Concord, New Hampshire

Professional Experience:

Child Advocacy Center of Grafton & Sullivan Counties at ChaD (March 2018 – present)

Lebanon, New Hampshire
Forensic Interview Specialist / CAC Coordinator

- Conduct forensic interviews.
- Case coordination and services.
- Facilitation of MDT and case review processes.

Lebanon Police Department (October 2004 – March 2018)

Lebanon, New Hampshire
Police Officer, Corporal

- Enforce Criminal and Motor Vehicle Codes as well as City Ordinances.
- Respond to and investigate incidents of Domestic Violence (DV), child abuse and elder abuse/exploitation.
- Coordinate services and referrals to the Division of Children, Youth and Families (DCYF), the Child Advocacy Center (CAC) and/or the Bureau of Elderly and Adult Services (BEAS).
- Conduct Forensic Interviews of children and adults of suspected physical abuse, sexual abuse, and witness to violent crimes.
- Successfully worked with multidisciplinary team members including the Child Advocacy Centers of Grafton and Sullivan Counties, WISE and the Upper Valley Sexual Assault Response Team to provide crisis support, advocacy, prevention and community outreach.
- Primary law enforcement representative on the Grafton County Child Advocacy Center Multidisciplinary team to include active participation in pre and post MDT meetings and case review process.
- Primary law enforcement representative and active participant of the Upper Valley Sexual Assault Response Team.
- Successfully implemented and supervised training requirements, programs and opportunities for Lebanon Police Department personnel; consisting of a staff of 38 sworn officers.
- Successfully assisted in the prosecution of sexual assaults, physical assaults, elder abuse and exploitation and theft cases.
- Provided support and assistance to the Lebanon Police Department Prosecutor by preparing cases for arraignment and trial as well as handling court proceedings in his absence.
- Provided ongoing supervision of officers and civilian employees.

Lebanon School District (January 2003 – September 2004, part time)

Lebanon, New Hampshire
Substitute Teacher

- Assisted school district when a substitute teacher was needed.

- Successfully handled children from ages 5-18 in the classroom.
- Successfully implemented age appropriate class curriculum.

Carroll Police Department (April 2000 – October 2004)

Carroll, New Hampshire

Police Officer

- Enforced Criminal and Motor Vehicle Codes as well as Town Ordinances.
- Successfully facilitated safety training for elementary school students.
- Effectively assisted with all juvenile proceedings within the Family Court system.

Coos County Sheriff's Department (April 2000 – December 2003, part time)

Lancaster, New Hampshire

Sheriff's Deputy

- Transported female prisoners to/from police departments, courts and correctional facilities.
- Successfully executed undercover investigations involving the care and treatment of juveniles.

Lincoln Police Department (November 1999 – April 2000)

Lincoln, New Hampshire

Dispatcher

- Triaged phone and radio communications for Police, Fire and EMS including crisis situations.
- Worked within the community to foster positive relationships with Law Enforcement.
- Successfully organized and documented calls for service.

Specialized Trainings:

Extended Forensic Interview Training (2022)

Sexual Assault Resource Team (SART) Summit 2021 (2021)

19th Annual Children's Cove Champions for Children Conference (2021)

Evidence-Based Practices – Victim Centered Approach (2021)

NH Attorney General's 2021 Partnering For A Future Without Violence Conference (2021)

ChildFirst Forensic Interview Training (2021)

Taking the High Road: Ethical Challenges and Working with a Team (2021)

NH Attorney General's Model Protocol for the Multidisciplinary Response to Child Abuse and Neglect (2021)

Children with Disabilities: Challenges, Strategies, and Resources (2020)

Child Abuse: From Suspicion to Disclosure (2020)

Working with LGBTQ+ Youth (2020)

Critical Issues in Sibling Sexual Abuse (2020)

Being Trauma Informed with Youth (2020)

Keeping Your Child Exploitation Investigation Victim-Centered (2020)

Warning Signs of Abuse and Neglect (2020)

Implicit Bias (2020)

Chaotic Families and Trauma: How to Navigate and Not Get Sucked In (2020)

Institution-Based Child Sexual Abuse (2020)

Online Protections for Children and Families When Social Distancing (2020)

Victimization in Child Sexual Abuse Images (2020)

Emerging Tech: What Are the Current Trends for Teens and Kids (2020)

Child Interviewing 2019: Update on Research and Practice (2020)

35th Annual San Diego International Conference on Child and Family Maltreatment (2020)
Advanced Forensic Interview Training (2019)
National Children's Alliance (NCA) Leadership Conference (2019)
Motion Drafting & Legal Research Training (2016)
Police Prosecutor Training (2015)
Child Death & Homicide Investigation Training (2013)
FBI Crisis Negotiation Training (2011)
Advanced Forensic Interview Training (2010)
NH Attorney General's Task Force on Child Abuse & Neglect (2008, 2009)
Shield Our Children from Harm Professional Conference (annually, 2007 – 2013)
Child Abuse and Exploitation Investigative Techniques Training (2006)
Forensic Interview Training (2005)

Awards & Achievements:

Assistant to the Prosecutor (2016)
Training & Recruitment / Operations Support Bureau, Lebanon Police Department (2016)
Corporal, Lebanon Police Department (2014)
Letter of Recognition from Governor John Lynch, Lebanon Police Department (2012)
CHaD Unsung Hero Award, Child Advocacy Center of Grafton County (2010)
Officer of the Year, Lebanon Police Department (2010)
Detective, Lebanon Police Department (2008 – 2016)
School Resource Officer (SRO), Lebanon Police Department (2007 – 2008)

Jody Bauer Thompson

Summary: Social Work/Human Services professional with experience in sexual assault support, child advocacy, human development and crisis intervention.

EDUCATION

BA, Social Work, University of New Hampshire 2001

RELEVANT EXPERIENCE

Intake/Development Program Coordinator - Child Advocacy Center of Rockingham County, Portsmouth, NH March 2002-September 2005

Joined the CACRC when it was in its infancy and, with the Executive Director, turned the Center into a successful pilot program for each county in NH to model.

- Coordinated all investigative forensic interviews (approximately 400 per year) with multidisciplinary teams consisting of law enforcement officers, child protective services workers, county and state prosecutors, mental health, medical and crisis services providers.
- First point of contact with family members of children in need of services. Often had to diffuse and mediate hostile or adversarial situations and reassure reluctant clients.
- Conducted child abuse forensic interviews.
- Led monthly case reviews with team members to discuss techniques and skills used to investigate the cases.
- Updated documentation/filing system and was responsible for maintaining secure records for approximately 1200 case files.
- Set up a satellite office in Derry, NH with the Executive Director.
- HIPPA Privacy Officer for agency.
- Responsible for coordinating all aspects of agency fundraising (approximately \$50, 000 per year) working closely with volunteers. Solicited donations of goods, services and cash for large gala and golf tournament, the two largest fundraisers.
- Wrote the quarterly newsletter.

Direct Services Intern - Sexual Assault Support Services, Portsmouth, NH
May 2000-July 2002

- After internship ended, stayed on as a volunteer
- Provided direct services to clients by 24 hour crisis hotline and police, hospital and court accompaniments.
- Worked closely with county prosecutors, police and victim witness advocates.
- Guest speaker to teen groups at local schools and teen centers.

- Developed “Daytime Procedure Manual for Providing Direct Services” for the agency.
- Co-developed with two police officers a day long school resource officer training program dealing with dating violence.
- Coordinated all support group tasks while the Coordinator of Support Groups was on vacation for one month. Spoke with potential clients to assess their group needs, conducted intakes, worked with therapists to set up new groups, and marketed these groups.

OTHER WORK EXPERIENCE

Social Worker-per diem, New London Hospital November 2006-present
 Discharge planning and resource referrals for patients in acute care community hospital. Also all aspects of patient crisis management.

Child Care Aide-New London Hospital November 2005-present
 Responsible for all aspects of child care in a center environment, following State of New Hampshire Child Care Center regulations. Assist the director on special projects such as general office tasks, New London Hospital Days float, filing and mailings.

First Assistant Manager, Hanna Andersson
 November 2001-March 2002
 Second in charge of large children’s clothing store. Responsibilities include open and close store, balance cash registers and end of night deposits, delegate tasks and supervise staff of seven employees, provide exceptional customer service, conduct all recruiting, interviewing and hiring of new associates.

RELEVANT TRAINING

August 2006	American Heart Association, CPR and First Aid, New London Hospital
January 2005	UNH certificate course, Marketing Large Fundraising Events
October 2004	Attorney General’s Conference on Child Abuse, Bedford, NH
July 2004	Chadwick Center Forensic Interview Training, San Diego, CA
September 2003	Attorney General’s Conference on Child Abuse, Bretton Woods, NH
January 2003	National Children’s Advocacy Center Forensic Interview Training, Huntsville, AL
August 2002	Dallas Conference on Child Abuse, Dallas, TX
April 2000	Attorney General’s Conference on Domestic and Sexual Violence, Bretton Woods, NH
May 2000	Victim/Advocate Privilege Communication under State of NH RSA 173-c

References available upon request.

January 4, 2007

Samantha Townsend

Education

Southern New Hampshire University in Manchester, NH May 2017
Bachelors of Arts in Psychology and Community Sociology
Concentration: Child & Adolescent Development
Cumulative GPA of 3.7, Psi Chi International Honor Society, National Honor Society for Collegiate Scholars
Won first place at SNHU's Undergraduate Research Day for Community Based Research

Relevant Experience

Paraprofessional August 2017-Present
Mount Lebanon School
Support and assist learning in pre-kindergarten classrooms
Model appropriate behavior and open-mindedness and reward student who do the same

Substitute May 2016- June 2017
Lebanon School District
Work in the absence of regular teacher to assist children understand subject matter
Provide skills required for programmed lessons

Intern February 2017- April 2017
Easterseals Child Development Center
Interact and provide necessary support for child ages 2-3years old
Support teachers in promoting an inclusive environment for children with development disabilities

Volunteer October 2016 to January 2017
Elliot Hospital Child Life Department in Manchester, NH.
Normalized the hospital environment
Developed and modified activities based on developmental age and physical abilities
Cleaned/organized the playroom
Communicate effectively with Child Life Specialist, child, and child's guardian

Volunteer August 2016
Barretstown SeriousFun Camp, Ireland
Supervised children ages 11-14
Provided emotional and mental support for the children attending
Assisted the children and activity leaders in various challenging activities

Landscape Maintenance Summer 2013- 2016
Hess Property and Services in Lebanon, New Hampshire
Communicated effectively with the boss about where to go during the week
Worked individually or on a team consisting no more than six people
Completed time sensitive task of getting everyone's time sheets into the boss each week
Trained new hires to pay attention to details while working at a fast pace

Tutor January to May 2015
Southern New Hampshire University in Manchester, New Hampshire
Articulated statistics in a clear way.
Communicated with non-native English speakers
Managed time between my classes and workload, tutor training, being present in the statistics class, and individual tutoring

Campus Involvement

Signature Leadership Program
Exposed to various leadership theories and approaches
Participate in experiential-based learning, such as retreats, workshops and teambuilding exercises in the following areas: Leadership Training, Career Exploration, Service Activities, and Campus Involvement

DARTMOUTH-HITCHCOCK CLINIC

JOB BRIEF

JOB TITLE CAC Program Manager POSITION CODE 002460

DEPARTMENT Child Advocacy Center

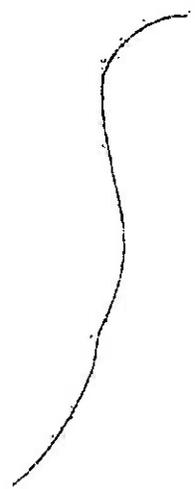
DATE 10/15/07

JOB SUMMARY: Reporting to the CAPP Medical Director, with consultation from the CAC Advisory Board, coordinate center services with participating agencies, including child protection, law enforcement, prosecutors, medical and mental health personnel. Schedule and coordinate interviews, refer for medical exams and other referrals and consultation, as necessary. Conduct forensic interviews of children who have made allegations of sexual abuse and/or exploitation or severe physical abuse. Consistently demonstrate professional behavior and leadership skills that support the vision, mission and philosophy of the CAC and abide by confidentiality policies of all involved agencies.

JOB RESPONSIBILITIES:

1. Perform the following program development responsibilities which include, but are not limited to: Administration of the Child Advocacy Center:
 - a. Manage day-to-day operations of CAC including budgets, finances, personnel management, coordinating multi-disciplinary, multi-agency response of child abuse cases.
 - b. Assume responsibility for program development including needs assessment, prioritization, operationalizing and management of additional CAC locations.
 - c. Maintain and support processes and procedures to improve accessibility, use and functioning of CAC.
 - d. Screen referrals and determine priority levels according to referral information and CAC protocols.
 - e. Participate in pre and post interview multidisciplinary case meetings.
 - f. Participate in case reviews.
 - g. Assist in the coordination of services for children and their families, as needed.
 - h. Work with and make recommendation for appropriate community referrals for the child victim and their non-offending family members.
2. Conduct forensic interviews:
 - a. Using a solid knowledge base related to child sexual abuse, exploitation, physical abuse, severe neglect and investigation, interview children three to sixteen years of age, and individuals with special circumstances.
 - b. Provide court testimony when required.
3. Agency and community outreach:
 - a. Function as liaison for Dartmouth-Hitchcock Medical Center in relation to the Child Advocacy Center with outside agencies, including but not limited to County Attorneys, State and local Police, Child Protective Services, and NH Network of Child Advocacy Centers.
 - b. Meet with all member agencies to ensure personnel are aware of the CAC and its purpose, process, criteria and procedures.
 - c. Conduct agency orientation meetings.
 - d. Facilitate the establishment of satellite sites, as directed by the Advisory Board.
 - e. Represent the CAC in center related activities, including fundraising initiatives.
4. Grant and report writing:
 - a. Develop, procure, and manage outside funding arrangements such as Federal and State grants, and private and foundation donations.
 - b. Submit grants for program funding and develop quarterly reports of grant activity.

- c. Provide reports to funding sources, as required by grants.
5. Financial management:
- a. Prepare and present financial and operational reports to Advisory Board on a monthly basis.
 - b. Prepare finance reports and statements of budgeting needs and recommendations.
 - c. Maintain financial and accountability records.
6. Perform other duties as required or assigned.



MINIMUM EDUCATION & EXPERIENCE: Master's degree in relevant field with a minimum of 2 years of experience or the equivalent required. Relevant professional licensure desirable. Knowledge of the dynamics of child development, child abuse and investigating procedures required. Prior experience working with abused children and their families preferred. Prior specialized forensic interview training desired, or must complete forensic training within three months of hire. Must possess the ability to engage children of all ages in forensic interviews and respond to cultural differences present among organizations, population and staff. Valid driver's license, proof of insurance and a criminal background check required.

APPROVED BY: _____ Date: _____
Department Director

Job Analyst Date



Job Description:

Position Title:	Forensic Interviewer Specialist/Care Coordinator	Job Code:	
Exemption Status:	Exempt	Grade:	S17
Department Name:	Child Advocacy Protection	Function:	
Reports To:	CAC Program Manager	Date:	11/28/17

Position Summary: A brief description of the overall primary duties

Provides specialized child abuse forensic interviews, crisis assessment, support, information and referral, advocacy services, case management and other resource assistance to patients and their non-offending caregivers. Provides case coordination and follow up with families as well as extensive community based multidisciplinary team (MDT – including Child Protection, Law Enforcement, Medical, Prosecution, Mental Health, Crisis Center Advocates).

Responsibilities: A listing of the key responsibilities

1. Provides specialized forensic interviews of child abuse cases referred to the Child Advocacy Center.
2. Utilizing a coordinated team approach provides child/family safety assessments and psychosocial assessment of family systems.
3. Provides crisis intervention/management, mediation, and de-escalation in high stress/emotion family situations.
4. Coordinates community CAC response to child abuse cases referred to our center by Child Protection and/or Law Enforcement agencies to assess safety needs, abuse concerns, and ongoing family system needs.
5. Assists and supports families in understanding child abuse dynamics, impact of trauma, and appropriate safety planning through our MDT response/approach.
6. Provides direct referrals/linkage to community resources to include but not limited to trauma focused cognitive behavioral therapy, family support groups, specialized child abuse medical evaluations, and advocacy (crisis center and criminal justice.)
7. Provides ongoing consultation, assessment, referral and coordination in cases of suspected child or dependent adult abuse or neglect, or other forms of domestic violence. Provides guidance/assistance in filing child abuse reports.

Attach organizational chart for reference purposes, where applicable.

8. Coordinate, facilitate and serve as team leader for monthly MDT case review meetings to enhance and develop each case presented.
9. Provide ongoing case management and support for families, as their case moves from intake at the CAC through the criminal justice system.
10. Through collaboration and appropriate subpoenas – provide fact and/or expert testimony in the child protection and/or criminal court systems.
11. Document necessary case information in the CAC case tracking database.
12. Perform other duties as assigned.

Minimum Qualifications:

- ✓ Master's Degree in Social Work (MSW) or similar field preferred; bachelors in similar field to include criminal justice with extensive experience working in the field of child abuse will be considered.
- ✓ Strong knowledge base and understanding of child abuse dynamics, child development, trauma, and family systems
- ✓ Prior experience working with children and families whose lives have been impacted by child abuse/violence preferred
- ✓ Strong leadership, communication and interpersonal skills;
- ✓ Strong assessment, crisis intervention, and de-escalation skills.
- ✓ Ability to multi-task and handle ever changing schedule/environment
- ✓ Time management and priority setting skills.
- ✓ Proven ability to deal with conflict resolution.
- ✓ Comfortable working in team setting and facilitating MDT communication.
- ✓ Valid Driver license required
- ✓ Must pass criminal background and child protection background checks.
- ✓ Basic computer skills

Required Certification Skills:

- ✓ Have attended Nationally Recognized Forensic Interview Training specific to child abuse cases preferred (ie. National Children's Advocacy Center, American Professional Society on the Abuse of Children, Gunderson Center's Child First Model)
- ✓ Ongoing yearly national training on current research/issues in forensic interviewing.

APPROVAL:

Department Director:

Date:

Compensation Representative:

Date:

Attach organizational chart for reference purposes, where applicable.



Job Description:

Position Title:	Intake Coordinator/Resource Specialist	Job Code:	402184
Exemption Status:	Exempt	Grade:	S14
Department Name:	Child Advocacy and Protection	Function:	CLN
Reports To:	Manager or Above	Date:	06/04/18

Position Summary: A brief description of the overall primary duties

Responsible for receiving, managing and coordinating all referrals made to the Child Advocacy Center (CAC) for children who may have been victims of sexual abuse, physical abuse, witness to violence/homicide, neglect, and/or drug exposure. Triage referrals based on priority, case dynamics, safety assessment and family's needs. Communicate with necessary team members to ensure all members are present at CAC forensic interview. Provide ongoing services and support to patients' non-offending caregivers. Responsible for case tracking, data collection, and maintenance of client database (NCAtrak).

Responsibilities: A listing of the key responsibilities:

1. Receives, screens and completes referrals for CAC services from multidisciplinary team (MDT) members to determine if case is appropriate for forensic or other direct services.
2. Triage cases based on case dynamics and safety needs and coordinates/schedules CAC forensic interviews with necessary members of the MDT to ensure all necessary parties are present.
3. Conducts thorough intake and completes all necessary paperwork and documentation in accordance with established protocols.
4. Acts as an advocate on behalf of patients/families to obtain needed services and/or resources to assist them in their healing process.
5. Collects accurate case tracking information, documents service provision, case data/details and accurately maintains this information in case database system.
6. Creates and maintains strong relationships with community partners and agencies.
7. Assists in generating statistical reports for community analysis and grant reporting.

8. Provides direct linkage for families with appropriate community supports/services.
9. Provides ongoing support and follow up services for families as needed/required.
10. Identifies barriers for families receiving necessary follow up services and assists families in overcoming these barriers. (i.e., Assistance in completing crime victim's compensation, Medicaid paperwork, locating housing, etc.)
11. Maintains/updates a resource directory for the two county region served by the CAC.
12. Provides consultation/resource assistance to community partners and families.
13. Conducts outreach/education presentations on responding to child abuse and the CAC model to community agencies.
14. Performs other duties as required or assigned.

Minimum Qualifications:

- ✓ Bachelor's degree in Social Work or Human Service field, or the equivalent in education and experience required.
- ✓ Experience in the field of child abuse, family systems, trauma preferred
- ✓ Excellent interpersonal, communication, and organizational skills required.
- ✓ Successfully completes forensic interview training and participates in ongoing training in the field of child abuse.

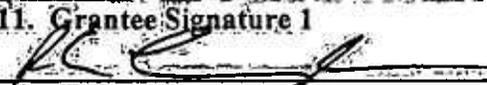
Required Licensure/Certification Skills:

- ✓ None

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Merrimack County, New Hampshire		1.4. Grantee Address 333 Daniel Webster Highway Boscawen, New Hampshire 03303	
1.5. Grantee Phone # (603) 219-0627	1.6. Account Number 02-20-20-201510-247 9-072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$120,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Ross L. Cunningham, County Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Jill Perlow</i>		Assistant Attorney General, On: / / 5/15/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED: Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT

4.1: This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire (if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7:c.

5.4: The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5: Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS

7.1: Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA RETENTION OF DATA ACCESS

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds; and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT - REMEDIES

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. CONFLICT OF INTEREST: No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Merrimack County, New Hampshire as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130);

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEO Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEO) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEO or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEO reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eop.htm

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

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient including but not limited to expenses for travel, supplies, personnel and benefits.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8:
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$120,000.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

(A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Merrimack County Child Advocacy Center, 163 North Main St., Concord, NH 03301 July 1, 2023 – June 30, 2024

Subrecipient Name Ross L. Cunningham, County Administrator Period Covered by this Certification

Name and Title of Authorized Subrecipient Representative Ross L. Cunningham, County Administrator

 Subrecipient Representative Signature Date April 12, 2023

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Subrecipient Representative Signature

County Administrator
Subrecipient's Representative Title

Ross L. Cunningham
Subrecipient Name

April 12, 2023
Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature County Administrator
Subrecipient's Representative Title:

Ross L. Cunningham April 12, 2023
Subrecipient Name Date

EXHIBIT G

-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Subrecipient Representative Signature

County Administrator

Subrecipient's Representative Title

Ross L. Cunningham

Subrecipient Name

April 12, 2023

Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).


Subrecipient Representative Signature

County Administrator
Subrecipient's Representative Title

Merrimack County CAC
Subrecipient Name

April 12, 2023
Date

EXHIBIT J

**-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE-**

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government; and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature]
Subrecipient Representative Signature

County Administrator
Subrecipient's Representative Title

Ross L. Cunningham
Subrecipient Name

April 12, 2023
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: KKP8QVLEMNB7

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO

___ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO

___ YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Subrecipient Initial(s): [Signature]
Date: [Signature]

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Ross L. Cunningham *[responsible official]*, certify that

Merrimack County, New Hampshire has completed the EEO reporting tool

certification within the last two years at: <https://oip.gov/about/ocr/faq-eeop.htm> on March 20, 2022 *[date]*

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Johanna S. Homan *[official that completed training]* has completed

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

March 10, 2022 *[date]*. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights Grants Management Unit, NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"); that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 28 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants; accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure, as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification; or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Ross L. Cunningham

County Administrator

Name of Authorized Signor

Title of Authorized Signor

Signature

April 12, 2023

Date

CERTIFICATE OF AUTHORITY for County of MERRIMACK

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners, do hereby certify that:

1. The Board of Commissioners authorizes the County Administrator to execute any documents which may be necessary to enter into contracts between the New Hampshire Department of Justice and Merrimack County ;
2. This authorization was in full force and effect on the date the contract was signed by the county representative, Ross L. Cunningham;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever and shall remain valid for thirty (30) days from the date of this Certificate of Authority. The following now occupies the office indicated above:

Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Commission Chair this 12th day of April, 2023.

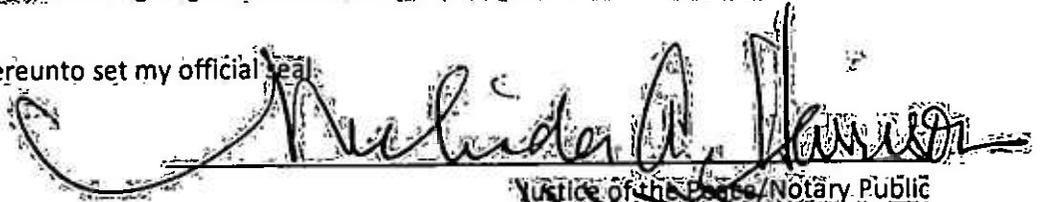


Tara Reardon, Board Chair
Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 12th day, month of April, 2023, before me Nicholas A. Jensen the undersigned officer, personally appeared Tara Reardon who acknowledged herself to be the Chair of the Merrimack County Board of Commissioners and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal:



Nicholas A. Jensen
Justice of the Peace / Notary Public

Commission Expiration Date: 8.20.2025



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex [®] Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits, NH Statutory Limits May Apply, If Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence: \$ 5,000,000 General Aggregate: \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory Each Accident: \$2,000,000 Disease - Each Employee: \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex [®] - NH Public Risk Management Exchange
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Powell</i> Date: 4/13/2023 mpurcell@nhprimex.org Please direct inquiries to: Primex [®] Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions:

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Strafford County Child Advocacy Center		1.4. Grantee Address 259 County Farm Road Dover, NH 0382	
1.5. Grantee Phone # (603) 516-8102	1.6. Account Number 02-20-20-201510-2479 -072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$75,714.00
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 George Maglone, Chairman, Strafford	
Grantee Signature 2		Name & Title of Grantee Signor 2 Cathy Commissioner, Chairman	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: /s/ Christopher Bond Assistant Attorney General, On: / / 4/12/23			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

3. AREA COVERED Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of, payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA:80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State; and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B, without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire; 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Strafford County Child Advocacy Center as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E - Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) --(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors.

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEO Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEO) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEO or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEO reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eop.htm

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

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient to include expenses for personnel, benefits, and supplies.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Bauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS -

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$75,714.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE -

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

(A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Stafford County July 1, 2023 – June 30, 2024
Subrecipient Name Period Covered by this Certification

George Magaras, Chairman, Board of Commissioners
Name and Title of Authorized Subrecipient Representative

George Magaras 4/10/23
Subrecipient Representative Signature Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

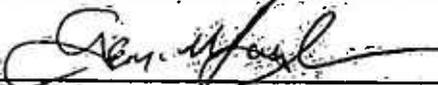
CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: July 1, 2023 - June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Subrecipient Representative Signature

Chairman, Board of Commissioners
Subrecipient's Representative Title

George Makris
Subrecipient Name

4/10/23
Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below:
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction, for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature

Chairman Board of Commission
Subrecipient's Representative Title:

George Magloray
Subrecipient Name

4/16/23
Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Subrecipient Representative Signature

Chairman Board of Commissioners
Subrecipient's Representative Title

George Maglaras
Subrecipient Name

4/6/23
Date

EXHIBIT H

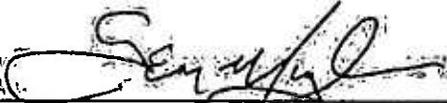
-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act, of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.


Subrecipient Representative Signature

Chairman, Board of Commissioners
Subrecipient's Representative Title

George Maglery
Subrecipient Name

4/6/23
Date



EXHIBIT I

Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations, issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).


Subrecipient Representative Signature

Chairman, Board of Commissioners
Subrecipient's Representative Title

George Magloras
Subrecipient Name

4/16/20
Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature]

Subrecipient Representative Signature

Chairman, Board of Commissioners

Subrecipient's Representative Title

George Magloris

Subrecipient Name

4/16/23

Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: YH2ABMMMH7M4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, subgrants, and/or cooperative agreements?

NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO X YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly-compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES:

I, George Maglaras [responsible official], certify that the Strafford County Child Advocacy Center has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/fag_eoop.htm, on 11/30/22 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients:

Carl Masey [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 3/30/22 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights Grants Management Unit, NH Department of Justice.

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.
- (2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—
 - a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
 - a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)); I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity; at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655); which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance:

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11); it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Geary Maylor
Name of Authorized Signor

[Signature]
Signature

Chairman, Board of Commissioners
Title of Authorized Signor

4/6/23
Date

COMMISSIONERS
GEORGE MAGLARAS, *Chairman*
ROBERT J. WATSON, *Vice-Chairman*
DEANNA S. ROLLO, *Clerk*

TREASURER
PAMELA J. ARNOLD

COUNTY ADMINISTRATOR
RAYMOND F. BOWER

STRAFFORD COUNTY
COMMISSIONERS
WILLIAM A. GRIMES

Justice & Administration Building
259 County Farm Road, Suite 204
Dover, New Hampshire 03820
Telephone: (603)742-1458
Fax: (603) 743-4407



CERTIFICATE OF AUTHORITY

I, Deanna Rollo, Clerk of the Strafford County Board of Commissioners, do hereby certify that:

1. I am a duly elected Officer of Strafford County.
2. The following is a true copy of the resolution duly adopted at a meeting of the Strafford County Commissioners duly held on April 6, 2023:

RESOLVED: That the Chairman of the Strafford County Board of Commissioners is hereby authorized on behalf of this County 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 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 April 6, 2023.
4. George Maglaras is the duly elected Chairman of the Strafford County Board of Commissioners;


Deanna S. Rollo, Clerk Date: April 6, 2023

Notary

State of New Hampshire, County of Strafford

On this day, April 6, 2023 Deanna S. Rollo
personally appeared and was satisfactorily proven to be the person whose name appears above,
and acknowledged s/he executed this document in the capacity indicated.

Notary Signature 
My Commission Expires: 9/5/2023





CERTIFICATE OF COVERAGE

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

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

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

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

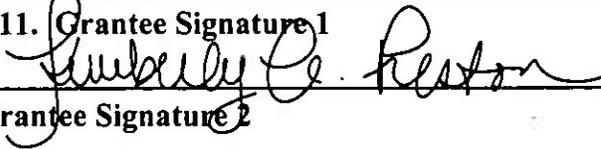
Participating Member: Strafford County 259 County Farm Road Dover, NH 03820		Member Number: 605	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH, 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2023	1/1/2024	Combined Single Limit (Each Accident)	\$5,000,000	
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2023	1/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/5/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Child Advocacy Center of Coos County, Inc.		1.4. Grantee Address 284 Main Street Lancaster, NH 03584	
1.5 Grantee Phone # (603) 788-8201	1.6. Account Number 02-20-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$119,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Kimberly Preston, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Jill Perlow</i>		Assistant Attorney General, On: / / 5/15/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.
- 8.1. PERSONNEL.
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9.
- 9.1. DATA; RETENTION OF DATA; ACCESS.
As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or



- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Child Advocacy Center of Coos County, Inc. as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance

EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient including but not limited to expenses for travel, supplies, personnel and benefits.
2. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID- 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
3. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
4. Subrecipient Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

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 G-1 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$119,000.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

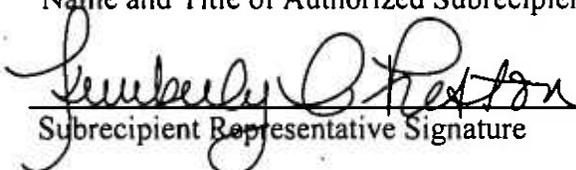
<u>Child Advocacy Center of Coos County</u>	<u>July 1, 2023 – June 30, 2024</u>
Subrecipient Name	Period Covered by this Certification
<u>Kimberly Preston, Executive Director</u>	
Name and Title of Authorized Subrecipient Representative	
	<u>April 23, 2023</u>
Subrecipient Representative Signature	Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

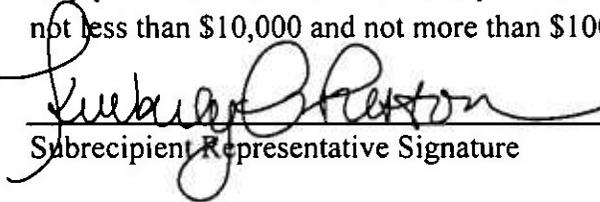
Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Executive Director
 Subrecipient Representative Signature Subrecipient's Representative Title

Kimberly A Preston April 23, 2023
 Subrecipient Name Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

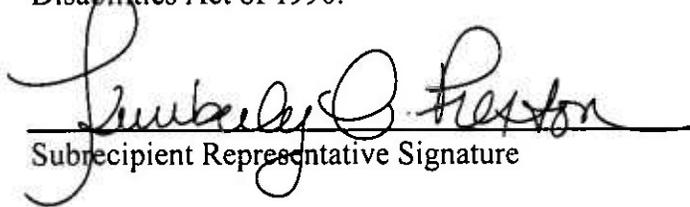
- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Subrecipient Representative Signature

Executive Director
Subrecipient's Representative Title

Kimberly A Preston
Subrecipient Name

April 23, 2023
Date

EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

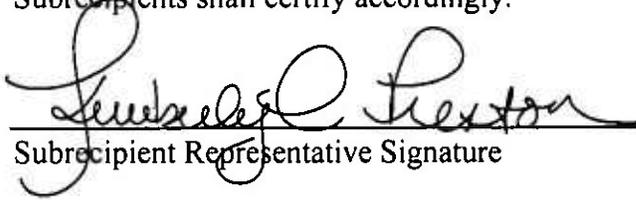
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.



Executive Director

Subrecipient Representative Signature

Subrecipient's Representative Title

Kimberly A Preston

April 23, 2023

Subrecipient Name

Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

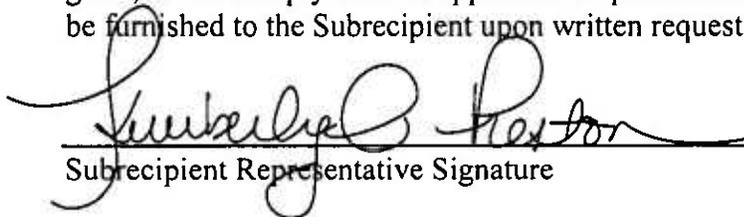
information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

	Executive Director
Subrecipient Representative Signature	Subrecipient's Representative Title

Kimberly A Preston	April 23, 2023
Subrecipient Name	Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

Kimberly A Preston

Subrecipient Representative Signature

Executive Director

Subrecipient's Representative Title

Kimberly A Preston
Subrecipient Name

April 23, 2023
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: SUKKMH43IVK9

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Kimberly A Preston [responsible official], certify that the Subrecipient has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on April 24, 2023 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Kimberly A Preston [official that completed training] has completed the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 4/22/23-4/23/23 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

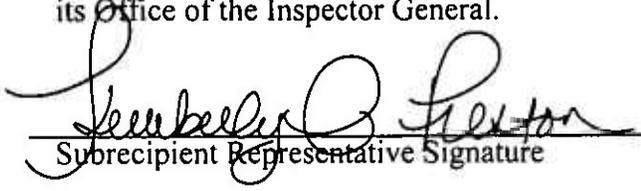
EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.


Subrecipient Representative Signature

Signature

Executive Director

Title of Subrecipient Representative

April 23, 2023

Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHILD ADVOCACY CENTER OF COOS COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 17, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 608787

Certificate Number: 0006211632



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

278 Main Street
Lancaster, NH 03584
(603) 788-8201



Kimberly Preston
Executive Director
cooscac@gmail.com

Child Advocacy Center of Coos County Certificate of Authority

I, Brian Beals, hereby certify that I am duly elected President of the Child Advocacy Center of Coos County's Board of Directors. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on April 20, 2016 at which a quorum of the Board of Directors were present and voting:

VOTED: That Kimberly Preston, Executive Director, is duly authorized to enter into contracts or agreements on behalf of the Child Advocacy Center of Coos County with the State of New Hampshire and any of its agencies or departments and is further authorized to execute any documents which may in her judgement be desirable or necessary to effect the purpose of this vote.

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

Dated: 4-21-2023
Attest: [Signature]
Brian Beals, President of the Board of Directors, Child Advocacy Center of Coos County

The foregoing instrument was acknowledged before me, this day April 21, 2023 by Brian Beals.

[Signature]

Name, Notary Public or Justice of the Peace:
CAROL A. FRECHETTE, Notary Public
My Commission Expires December 18, 2025
Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2023

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		CONTACT NAME: Fairley Kenneally	
E & S Insurance Services LLC		PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
21 Meadowbrook Lane		E-MAIL ADDRESS: fairley@esinsurance.net	
P O Box 7425		INSURER(S) AFFORDING COVERAGE	
Gilford NH 03247-7425		INSURER A: Philadelphia Insurance Co	NAIC #
INSURED		INSURER B: FirstComp	27626
Child Advocacy Center of Coos County		INSURER C: Mount Vernon Insurance Company	26522
278 North Main Street		INSURER D:	
Lancaster NH 03584		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		PHPK2416337	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						Professional Liability \$ 1,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> AUTOS ONLY						\$	
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC0207490-02	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> Y	E.L. DISEASE - EA EMPLOYEE \$ 100,000
C	Directors & Officers			NDO2010350G	07/01/2022	07/01/2023	per claim \$1,000,000	
							general aggregate \$1,000,000	

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

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

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

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

DEPARTMENT OF THE TREASURY

Date: SEP 29 2009

CHILD ADVOCACY CENTER, OF COOS
COUNTY, INC.
PO BOX 662
BERLIN, NH 03570

Employer Identification Number:
30-0532145
DLN:
17053160026009
Contact Person:
SUSAN Y MALONEY ID# 31210
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:
February 17, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

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 for 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.

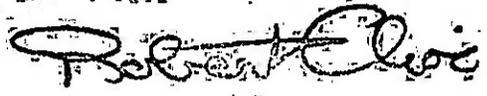
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (09/09)

CHILD ADVOCACY CENTER OF COOS

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



CHILD ADVOCACY CENTER OF COÖS COUNTY
Groveton, New Hampshire

UNAUDITED FINANCIAL STATEMENTS
JUNE 30, 2019



CHILD ADVOCACY CENTER OF COÖS COUNTY
Groveton, New Hampshire

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
Child Advocacy Center of Coös County:

We have reviewed the accompanying financial statements of Child Advocacy Center of Coös County (a New Hampshire nonprofit corporation), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.



Accountants' Conclusion

- Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Cohos Advisors PLLC

June 15, 2020

FINANCIAL STATEMENTS

Groveton New Hampshire

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2019

ASSETS

Current assets

Cash and cash equivalents	\$ 16,278
Grants receivable	20,755
Investments	40,531
Total current assets	<u>77,564</u>

Long-term assets

Office equipment and furniture	19,739
Less: accumulated depreciation	<u>(7,371)</u>
Total long-term assets	<u>12,368</u>
Total assets	<u>\$ 89,932</u>

LIABILITIES AND NET ASSETS

Current liabilities

Accrued liabilities	<u>5,249</u>
Total current liabilities	<u>5,249</u>
Total liabilities	<u>5,249</u>

Net assets (Note 2)

Without donor restrictions	84,683
With donor restrictions	<u>-</u>
Total net assets	<u>84,683</u>
Total liabilities and net assets	<u>\$ 89,932</u>

See accompanying notes and accountants' review report.

Groveton, New Hampshire

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
<i>Revenue and support</i>			
Grants and contributions	\$ 118,309	\$ -	\$ 118,309
Fundraising revenue	4,491	-	4,491
Interest income	595	-	595
Other income	2,992	-	2,992
Net assets released from restrictions	-	-	-
Total revenue and support	<u>126,387</u>	<u>-</u>	<u>126,387</u>
<i>Expenses</i>			
Total program services	124,708	-	124,708
Total general and administrative	13,410	-	13,410
Total fundraising	2,323	-	2,323
Total expenses	<u>140,441</u>	<u>-</u>	<u>140,441</u>
Increase (decrease) in net assets	(14,054)	-	(14,054)
Net assets, beginning of year	<u>98,737</u>	<u>-</u>	<u>98,737</u>
Net assets, end of year	<u>\$ 84,683</u>	<u>\$ -</u>	<u>\$ 84,683</u>

See accompanying notes and accountants' review report.

Groveton, New Hampshire

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2019

	Advocacy Program	General & Administrative	Fundraising Expenses	Total
Salaries and wages	\$ 59,573	\$ 3,135	\$ -	\$ 62,708
Payroll taxes	5,324	280	-	5,604
Staff development	8,164	-	-	8,164
Staff recruitment	939	49	-	988
Depreciation expense	-	3,650	-	3,650
Insurance expense	4,483	236	-	4,719
Professional fees	-	850	-	850
Travel	20,441	-	-	20,441
Fundraising expenses	-	-	2,323	2,323
Office expenses	11,429	602	-	12,031
Payroll costs	3,043	160	-	3,203
Dues and subscriptions	-	3,510	-	3,510
Printing and postage	-	223	-	223
Occupancy expense	9,308	490	-	9,798
Bank fees	-	120	-	120
Other expenses	2,004	105	-	2,109
Total expenses	<u>\$ 124,708</u>	<u>\$ 13,410</u>	<u>\$ 2,323</u>	<u>\$ 140,441</u>

See accompanying notes and accountants' review report.

Groveton, New Hampshire

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2019

<i>Cash flows from operating activities</i>	
Increase (decrease) in net assets	\$ (14,054)
Add (deduct) charges (credits) to operations not using (providing) cash:	
Depreciation	3,650
Adjustments to reconcile net assets to cash provided by operating activities:	
(Increase) decrease in grants receivable	5,106
Increase (decrease) in accrued liabilities	5,249
Net cash provided by (used for) operating activities	<u>(49)</u>
<i>Cash flows from investing activities</i>	
(Purchase) sale of long-term certificate of deposit	<u>(15,477)</u>
Net cash provided by (used for) investing activities	<u>(15,477)</u>
Net increase (decrease) in cash and cash equivalents	(15,526)
Cash and cash equivalents, July 1	<u>31,804</u>
Cash and cash equivalents, June 30	<u><u>\$ 16,278</u></u>
<i>Supplemental disclosures of cash flow information</i>	
Cash paid during the year for:	
Interest	<u><u>\$ -</u></u>

See accompanying notes and accountants' review report

CHILD ADVOCACY CENTER OF COÖS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – *Nature of Activities and Summary of Significant Accounting Policies*

NATURE OF ACTIVITIES

Child Advocacy Center of Coös County, Inc. is a New Hampshire not-for-profit organization established to support child victims of abuse and the non-abusive caregivers of those children.

BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities.

USE OF ESTIMATES

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

BASIS OF PRESENTATION

These financial statements are presented in accordance with Accounting Standards Codification guidance for not-for-profit organizations. Under this guidance, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions. For the year ended June 30, 2019, Child Advocacy Center has no net assets with donor restrictions.

CASH AND CASH EQUIVALENTS

The Organization considers all short-term investments with an original maturity of three months or less to be cash equivalents. As of June 30, 2019, all the Organization's cash deposits were fully insured by the Federal Deposit Insurance Corporation.

CHILD ADVOCACY CENTER OF COÖS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – *Nature of Activities and Summary of Significant Accounting Policies (continued)*

INVESTMENTS

The Organization holds one automatically renewable certificate of deposit in the amount of \$40,531 for a term of 12 months. The fixed interest rate on this certificate is 2.1290% and matures in May of 2020. Interest earned is added to principal giving it an annual percentage yield of 2.1499%.

PROPERTY AND EQUIPMENT

Property and equipment are carried on the books at cost and are depreciated using either straight-line or modified accelerated methods. The useful lives of the Organization's assets are listed as follows:

	Useful Life (in years)
Office equipment	5
Office furniture	7

The cost of maintenance and repairs is evaluated and charged to expense as incurred and appropriate, while renewals and betterments with an initial cost of \$2,500 or more are capitalized.

CONTRIBUTIONS

Child Advocacy Center reports contribution revenue according to Accounting Standards Codification guidance for accounting for contributions received and contributions made. In accordance with this guidance, contributions received are recorded as either restricted or unrestricted depending on the existence and nature of any donor restrictions.

Contributions, including unconditional promises to give, are recognized as revenue in the period received. Conditional promises, which depend on the occurrence of a specified future and uncertain event, are recognized as revenue when the conditions have been substantially met.

GRANT REVENUE RECOGNITION

Grant revenue is recognized in the period that the funds are expended for the purpose of the grant. The timing of revenue recognition may differ from when funds are received, giving rise to grants receivable or deferred revenue.

CHILD ADVOCACY CENTER OF COÖS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – *Nature of Activities and Summary of Significant Accounting Policies (continued)*

INCOME TAXES

Child Advocacy Center of Coös County, Inc. is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code. The corporation has no unrelated business income and, accordingly, no provision for income taxes is reflected in these financial statements.

FUNCTIONAL EXPENSES

The Organization allocates its expenses based on time spent in program, management, and fundraising activities, directly allocating expenditures when identifiable. The costs of program and supporting service activities have been summarized on a functional basis in Exhibit C and are further explained in Note 7. Exhibit C is presented as a separate statement in the financial statements and represents the natural classification detail of expenses by function.

NOTE 2 – *Net Assets*

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor- or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net assets without donor restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net assets with donor restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. The Organization reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

CHILD ADVOCACY CENTER OF COÖS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 3 – *Rented Facilities*

Child Advocacy Center rents office space at 3 State Street in Groveton, New Hampshire, on a month-to month basis at \$580 per month. Total rent expense for the year ended June 30, 2019 was \$6,963.

NOTE 4 – *Going Concern*

The Organization is entirely dependent on grant income from federal, state and local sources to fund its operations. Consequently, any future support currently remains uncertain. While the Organization believes its funding sources will remain stable in future periods, and is seeking accreditation in order to be eligible for additional funding, there is no assurance of permanent continued funding.

NOTE 5 – *Subsequent Events*

The Organization has evaluated all subsequent events through June 15, 2020, the date the financial statements were available to be issued, noting that no events requiring adjustment to the financial statements or disclosure to the notes thereto are necessary for the year ended June 30, 2019.

CHILD ADVOCACY CENTER OF COÖS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 6 – *Liquidity and Availability*

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2019
Total assets, at yearend	\$ 89,931
Less: Non-financial assets, including fixed assets, net of accumulated depreciation	<u>(12,367)</u>
Total financial assets, at yearend	77,564
Less:	
Donor-imposed restrictions on cash making financial assets unavailable for general expenditure	<u> -</u>
Financial assets available within one year to meet cash needs for general expenditure	<u><u>\$ 77,564</u></u>

The Organization has a goal to maintain financial assets on hand, which consist of cash and cash equivalents and grants receivable, to meet a month of normal operating expenses, which averaged \$12,439 in fiscal year 2019.

NOTE 7 – *Functionalized Expenses*

The financial statements report certain categories of expenses that are attributed to a program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, staff development, insurance, and occupancy, which are reasonably allocated based on time spent on the program for which the expense was incurred. Other expenses that are allocated are office expenses and professional fees, as well as many others, and are allocated on the basis of estimates of time and effort.

CHILD ADVOCACY CENTER OF COÖS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 8 – *Fair Value Measurements and Disclosures*

The Organization reports certain assets at fair value in the financial statements. Fair value is the price that would be received to sell an asset in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset based on market data obtained from sources independent of the organization. Unobservable inputs that reflect the Organization's own assumptions about the assumptions market participants would use in pricing the asset based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets that can be accessed at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset, either directly or indirectly. These include quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset. In these situations, the Organization develops inputs using the best information available in the circumstances.

CHILD ADVOCACY CENTER OF COOS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 8 – *Fair Value Measurements and Disclosures (continued)*

In some cases, the inputs used to measure the fair value of an asset might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgement, taking into account factors specific to the asset. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the Organization of the quality, risk, or liquidity profile of the asset.

All of the Organization's investment assets are classified within Level 1, as they comprise of one certificate of deposit that is invested in a local banking institution. The CD is valued by the custodians of the certificate using pricing models based on credit quality, time to maturity, and stated interest rates. Promises to give are also measured at fair value and are also included within Level 1.

NOTE 9 – *Change in Accounting Standards*

For the year ended June 30, 2019, the Organization adopted the following:

ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements for Not-for-Profit Entities*. The update addresses multiple areas, including the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these financial statements, accordingly.

ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. Management believes this adoption will clarify the total cash and cash equivalents affected by the activity reported on the statement of cash flows.

CHILD ADVOCACY CENTER OF COÖS COUNTY, INC.
Groveton, New Hampshire

NOTES TO FINANCIAL STATEMENTS

NOTE 9 – *Change in Accounting Standards (continued)*

ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The ASU clarifies and improves guidance for contributions received and contributions made and provides guidance to organizations on how to account for certain exchange transactions. This change is preferable in that it clarifies whether to account for transactions as contributions or as exchange transactions. In addition, it clarified whether a contribution is conditional. As a result, it enhances comparability of financial information of not-for-profit entities.

As a result of the adoption of ASU 2018-08, there was no cumulative-effect adjustment to opening net assets without donor restrictions or opening net assets with donor restrictions as of July 1, 2018.

Child Advocacy Center of Coos County - Board Member Directory
 (Last updated: 4/17/2023)

First Name	Last Name	Board Role	Assigned Committee	Term
Brian	Beals	President	Executive; Governance	1st Year, 4th Term
Brooke	Grondin	Vice President	Executive; Governance	2nd Year, 2nd Term
Sarah	Blais		Finance	2nd Year, 1st Term
Don	Bazzell		Finance	1st Year, 1st Term
Natalie	Roy	Director	Finance	2nd Year, 1st Term
Christine	Brann	Director	Finance	1st Year, 1st Term
Eric	Benjamin	Secretary	Executive; Governance	1st Year, 2nd Term
Garrett	Rella	Treasurer	Executive; Finance	2nd Year, 1st Term
Kennett	Kristen	Director	Governance	1st Year, 1st Term

CAC-CC Staff - Designation and Salary
FY 2024

Name	Position	Annual Salary
Kimberly Preston	Executive Director	\$58,011
Jessica Ball	FI/Team Coordinator	\$46,155

KIMBERLY A. HOYT

MAIL: [REDACTED]

PHONE: [REDACTED]

EMAIL: [REDACTED]

DRIVEN ♦ ATTENTIVE ♦ CONSCIENTIOUS ♦ DILIGENT ♦ CREATIVE

How I will be an asset to the Child Advocacy Center of Coös County:

- ♦ I have 3+ years of project management/event coordination experience; my varied managerial, organizational and administrative skills would be key assets in the daily operation of the organization.
- ♦ I have 5+ years of experience working with youth and families in crisis due to a variety of issues, ranging from basic behavioral problems and family conflict, to court involved delinquency.
- ♦ My outstanding written and oral communication skills are consistently leveraged for the resolution of sensitive matters, including for the sake of public communication.
- ♦ I am familiar with many organizations and service providers in the community and have an excellent professional and personal reputation, as well as, having had positive working relationships with a variety of community stakeholders, to include local law enforcement, courts and school administrators.
- ♦ I am invested in my professional development and will evolve to meet the needs of the organization I work for and the clients I serve, by considering the specific needs within the community, keeping abreast of trends and seeking resources or additional training as necessary.

Achievements:

- ♦ Sustained Mt. Washington Auto Road's high standard of safety, customer service and participant experience, for their prestigious annual event series.
- ♦ Assisted in the successful renewal of a corporate sponsorship, resulting in \$150,000 over a three-year term.
- ♦ Improved customer access to event registration, by implementing online registration services, capturing valuable revenue at the moment of interest.
- ♦ Implemented a fundraising component to our most prestigious event, that resulted in the donation of \$4000.00 to community organizations, including the Child Advocacy Center of Coös County (2014).
- ♦ Diverted over 100+ youth and adult residents of Coös County from the Juvenile Justice and court systems, providing mentoring and guidance using the principles of Restorative Justice, to help them repair the harm caused by their actions to themselves, their families and the community at large.
- ♦ Empowered youth to take an active positive role in contributing to the community by facilitating the completion of over 1000+ hours of volunteer service for local non-profit organizations and community events.
- ♦ Instrumental in the expansion of the TCCAP Restorative Justice Center (formerly Youth Alternatives Programs) to the Lancaster and Colebrook areas, to provide consistent services to individuals across Coös County in (3) Districts and (3) Family Courts.

- ♦ Contributed to the success of several community events, fundraisers and professional development workshops by providing administrative support, volunteer support, fundraising, solicitation of donations and raising community awareness. Most notably, a free parent information evening with nationally renowned speaker Michael Nemej, an expert in adolescent brain development and high risk behavior.
- ♦ Engaged community partners across the business, health, safety, government and education sectors to inform, guide and implement relevant and effective substance abuse prevention strategies in our community through the North Country Health Consortium, on behalf of SAMSHA and BDAS.

Additional qualifications:

- ♦ Self-driven, adherence to a high standard of professional excellence and accountability.
- ♦ Extremely focused and organized, with meticulous attention to detail.
- ♦ Utilizing available resources and leveraging professional relationships to achieve goals.
- ♦ Professional demeanor, especially in areas of confidentiality.
- ♦ Comfortable speaking in front of groups, soliciting donations, commanding attention and being a champion for my organization and the communities in which I work and reside.
- ♦ Proficient in Microsoft Office and various online platforms; able to learn new programs and adapt skills, with ease.

Professional Experience:

- ♦ ***Mt. Washington Auto Road, Gorham, NH*** ***December 2012 – Present***
 - **Event Director:** Responsible for organizing and executing all aspects of Mt. Washington Auto Road's historic, signature event series. Securing and coordinating all logistical support for events, including: calendar and task management; staff coordination, delegation and recognition (including direct supervision of department assistant); vendor procurement and cost containment; volunteer recruitment, coordination and compensation; guest/participant relations and communications; post-event quality improvement assessment with key staff and supporters; assisting partner agencies and organizations with event related needs. Additional responsibilities include: organization and stewardship of event department equipment, files and associated inventory; basic administrative duties (filing, billing, preparing/disseminating department news and updates, attending bi-weekly staff meetings). Designated Manager on Duty (MOD), responsible for the executive management of business's daily operation during assigned periods, maintaining our optimal standard of safety and satisfaction, for all employees and guests.
- ♦ ***Portland Community Health Center, Portland, ME*** ***July 2012 – December 2012***
 - **Executive Assistant, Per Diem:** Provide daily support for the chief executive officer of a federally qualified health center, operated by the City of Portland, Maine. Preparation and editing of correspondence, communications, presentations and other documentation. Responsible for the daily organization of the office and files (both paper and electronic), keeping the CEO's calendar and the scheduling of appointments, conference calls, meets and events, as needed. Organizing meetings, securing meeting space, preparing materials and transcribing minutes for weekly operation meetings, bi-weekly staff meetings and monthly board of directors' meetings. Support health center staff in daily operations of the facility, including assisting senior management staff on projects and grants, as needed. Receiving and redirecting telephone communications, greet and assist patients with basic administrative needs.

- ♦ ***TCCAP Restorative Justice Center, Coös County, NH*** ***May 2007 – July 2012***
 - **Program Coordinator**: Provide effective alternative interventions to first-time misdemeanor level, adult and juvenile offenders of non-violent crimes. Individual and group interaction with youth, mentoring and monitoring clients and tracking their progress in our client database. Developing and facilitating educational workshops, securing viable community service sites, coordinating and supervising community service activities as needed. Corresponding, communicating and fostering effective and positive relationships with courts, local law enforcement officials, school administrators and community partners. Knowledge of Restorative and Juvenile Justice processes, including court proceedings and writing formal motions to the court. Recruiting volunteers, making referrals to additional services and various other administrative duties. Securing donations from community organizations and businesses to support organizational activities. Represented the organization at annual meetings to advocate for municipal funding.
- ♦ ***North Country Health Consortium, Littleton, NH*** ***February 2011 – May 2014***
 - **Community Action Team Coordinator**: Coordinate outreach to community groups to increase engagement in substance abuse prevention in the Berlin/Gorham area. Participate in community meetings, events and trainings as needed. Work with coalition members to implement and integrate evidence-based environmental prevention strategies. Offer support, technical assistance and information to collaborating agencies, organizations, youth groups, parents and other stakeholders. Assist in information, research, preparation and implementation of a region specific strategic plan in collaboration with the New Hampshire Bureau of Drug and Alcohol Services and the NH Center for Excellence.

Education:

- ♦ College coursework (1.5 years; approximately 15 credits) from Sacred Heart University, Fairfield, CT. Biology major; emphasis on pre-med. 1998 - 2000.
- ♦ High school diploma with High Honors, Groveton High School, Groveton, NH. 1998.

Certificates:

- ♦ Certified Challenge Program Facilitator
- ♦ Certified SASSI (Substance Abuse Subtle Screening Inventory) Administrator
- ♦ Completion of NAMI's 12-week, Family to Family Education Program.

Previous Volunteer Organizations:

- ♦ Family Resource Center, Board of Directors, Fundraising Committee Member
 - BusinessNH Magazine: NH's Non-Profit Business of the Year, 2011
 - Cumulus Media, WPKQ: NH North Country Year of Service Award Recipient, 2012
- ♦ New Hampshire Juvenile Court Diversion Network, Member
- ♦ Coös County Coalition, Member

Jessica Robinson

HUMAN SERVICES PROFESSIONAL



EDUCATION

Bachelor's Degree - In Progress

Southern New Hampshire University- Online

- Human Services with concentration in Child and Family Services

Associate Degree – May 2014

White Mountains Community College- Berlin, NH

- Human Services

Certificate - May 2014

White Mountains Community College- Berlin, NH

- Special Education Certificate

EXPERIENCE

Direct Service Advocate January 2017 - Present

Response to Domestic and Sexual Violence

- Provide crisis intervention, court advocacy, support and referrals to victims
- Providing support for 24-hour crisis line
- Community outreach and education on the subjects of domestic and sexual violence
- Partnering with the Child Advocacy Center to support child abuse victims and their non-offending caregivers

Family Support Worker February 2014 - March 2016

Family Resource Center - Gorham, NH

- Home visiting
- Child development, health, and nutrition education
- Assisting families with resources/coordination of services / access to community resources
- Community outreach and education

Parent Aide August 2014 – February 2015, Per Diem

Child and Family Services – Littleton, NH

- Coordinating supervised visitation for families affected by abuse and neglect
- Basic parenting and health/safety education for families
- Assisting families with resource/coordination of services

Community Integrator March 2014 – August 2014, Temporary Position

Northern Human Services – Whitefield, NH

- Support developmentally disabled clients in the home or community setting
- Provide encouragement and coaching to clients with direction from service coordinator

References available upon request

Child Advocacy Center of Coos County Job Description

Executive Director

The Child Advocacy Center of Coos County (CACCC) is a child-friendly, family-focused non-profit organization in Coos County, New Hampshire. The Center works in collaboration with law enforcement, medical personnel, social service agencies, child advocacy agencies, and the County Attorney's Office to provide a coordinated system of response and care to children who are victims of sexual and/or physical abuse and their non-offending family members through a full utilization of a multi-disciplinary team.

Position Summary: The Executive Director is responsible for the overall administration and management of the Child Advocacy Center of Coos County as well as the day-to-day activities of the Center. The Executive Director is ultimately accountable to the Board of Directors and reports directly to the President of the Board.

Program Administration Responsibilities:

1. Keeps the Board of Directors fully informed on the condition of the organization and all important issues influencing it.
2. Works with the Board of Directors to maintain a shared vision for the future of the organization and develops appropriate goals and strategies to advance the organization's mission.
3. Provides leadership in developing program, organizational and financial plans with the Board of Directors and other staff, and carries out plans and policies as authorized by the Board.
4. Recommends operational objectives that support the strategic plan and leads the staff in the implementation of the strategic plan and any operational objectives.
5. Maintains official records and documents and assures compliance with federal, state and local regulations.
6. Maintains a working knowledge of emerging issues and significant developments in the field of child abuse investigations.
7. Conducts ongoing program evaluation including outcome measures.
8. Maintains a positive working relationship with the Board of Directors and partner agencies.
9. Attends New Hampshire Network of Child Advocacy Centers meetings.

Financial Management Responsibilities:

1. Works in partnership with the Board of Directors, the Finance Committee and appropriate staff and volunteers, to develop and implement appropriate fund raising strategies to fund the mission of the Center.
2. Develops annual budget and submits to board for approval in a timely manner.
3. Develops relationships and maintains regular communications with funding sources.
4. Identifies grant opportunities, develops proposals and produces required reports to funding sources.
5. Contracts for and oversees annual audit.
6. Monitors expenditures and income.
7. Plans for core budget self-sufficiency.
8. Maintains capital assets of corporation.

Community Outreach and Education Responsibilities:

1. Serves as a spokesperson for the Child Advocacy Center and liaison to community groups and the media.
2. Publicizes the activities of the Child Advocacy Center and its programs and goals.
3. Participates in efforts to raise awareness about the CACCC and its mission to protect children with the general public, community leaders and private sector.
4. Maintains a positive professional reputation in the community and is a good ambassador for the Center.
5. Develops and maintains positive working relationships with collaborative service agencies
6. Develops and provides professional training for community agencies on issues related to child abuse and the role of the Child Advocacy Center.
7. Creates and provides community educational opportunities.

Supervisory Responsibilities:

1. Ensures personnel have appropriate training and direction and acts as day-to-day administrative supervisor.
2. Supervises CAC staff members including, but not limited to, interns, AmeriCorps Members and volunteers.
3. Hires and disciplines all personnel in conjunction with the Governance Committee.
4. Facilitates the preparation and delivery of the performance management for the organization, in conjunction with specialty specific consultants or employees.
5. Conducts performance appraisals of staff.

Other Responsibilities:

1. Any and all other duties as may be assigned by the Board of Directors.

Job Qualifications

The Executive Director is a professional position and the following qualifications are preferred:

1. An advanced degree in business, certified fund raising, social work, psychology, criminal justice, mental health or a related field with associated work experience.
2. Significant experience in nonprofit management including program development and advocacy, grant writing, funds development, financial management/bookkeeping and supervisory responsibilities.
3. Significant professional experience in working with children and families where abuse and violence are identified issues.
4. Previous experience working within the criminal justice system or child welfare system.
5. A working knowledge of nonprofit management and board development.
6. Experience in grant writing, grant monitoring, fund development and fund raising.
7. A working knowledge of bookkeeping (preferably with QuickBooks), the budgeting process and financial management.
8. Knowledge and skills in human resources and staff development.
9. Ability to work in a collaborative manner with diverse professional groups.
10. A working knowledge and understanding of family violence, substance abuse and the dynamics of child abuse.
11. Excellent verbal, written and technical communication skills.
12. Computer skills including Microsoft Office, PowerPoint and other related applications.



Child Advocacy Center of Coos County
Forensic Interviewer / Multi-disciplinary Team Coordinator
JOB DESCRIPTION

The Child Advocacy Center of Coos County (CAC-CC) is a child-friendly, family-focused non-profit organization located in Coos County, New Hampshire. The CAC-CC works in collaboration with law enforcement, medical personnel, social service agencies, child advocacy agencies, and the County Attorney's Office to provide a coordinated system of response and care to children who are victims of sexual and/or physical abuse and their non-offending family members, through the full utilization of the multi-disciplinary team's resources and expertise.

Position Title: Forensic Interviewer/Multi-disciplinary Team (MDT) Coordinator

Supervised By: Executive Director

Position Summary:

Forensic interviewing of children and adolescents from toddlers to 18 years of age who are alleged to be victims of physical and/or sexual abuse using a research-based interview protocol and techniques in a developmentally appropriate manner to elicit truthful information.

Oversee the effective management and coordination of a countywide multi-disciplinary team to include law enforcement, mental health, medical, victim's advocates, social workers, and prosecutors.

Responsibilities include, but are not limited to:

- Familiarity with the CAC model, CAC-CC's mission and the roles and responsibilities of CAC staff and the MDT
- Schedule and coordinate joint forensic interviews of alleged child/adolescent sexual abuse victims, with multi-disciplinary team members.
- Conduct forensic interviews of alleged child/adolescent victims of abuse, as requested, on behalf of the multi-disciplinary team members.
- Maintain and update case files and the Child Advocacy Center of Coos County's statistical tracking database.
- Report relevant CAC-CC statistics accurately to various sources.
- Participate with the MDT Case Review, coordinate relevant case review information with multi-disciplinary team members.
- Testify in civil and criminal court proceedings, as appropriate or requested, on the forensic interview process and techniques, as well as, on specific interviews in individual cases.

- Participate in quarterly Peer Review meetings; provide training and consultation as requested regarding interview protocols and child development areas of interest.
- Consult with MDT members as requested or as deemed necessary.
- Serve as a liaison to all MDT agencies and collaborating partners.
- Assist with coordinating team appreciation and educational enhancement activities as necessary or assigned.
- Serve as a steward of the Child Advocacy Center of Coos County in the community.
- Represent CAC-CC at various events and fundraisers, as requested.
- Attend relevant trainings as requested and assigned.
 - This will include a (1) week training, in Huntsville, AL, upon hire.
- Work proficiently with Microsoft Word, Excel, PowerPoint and Publisher.
- Work proficiently with (and an understanding of) emerging technologies.
- Other duties as assigned.

Job Qualifications

The Forensic Interviewer/MDT Coordinator is a professional position and the following qualifications are preferred:

- An Associate's Degree, in a relevant field, is preferred; will considered relevant work experience
- Bachelor's Degree in social work or related field preferred, experience conducting forensic interviews and working with a multi-disciplinary team of professionals preferred, satisfactory completion of criminal background check required.
- Previous experience working within the criminal justice system or child welfare system, with sensitivity to issues surrounding child sexual abuse and exploitation
- Inherent understanding and strict adherence to confidentiality policies and procedures
- Ability to work in a collaborative manner with diverse professional groups
- Excellent verbal, written and technical communication skills
- Ability to manage time and prioritize tasks
- Basic knowledge of social media platforms
- Professional decorum
- Reliable transportation

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Child Advocacy Center of Carroll County		1.4. Grantee Address 56 Union Street Wolfeboro, NH 03894	
1.5. Grantee Phone # (603) 569-9840	1.6. Account Number 02-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$128,148
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district, "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>[Signature]</i>		1.12. Name & Title of Grantee Signor 1 Elizabeth Kelley Scott, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Jill Perlow</i>		Assistant Attorney General, On: / / 5/15/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Child Advocacy Center of Carroll County as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2 The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NHDOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E - Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance

EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2024, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)—(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation); or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm.

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

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2.C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

SCOPE OF SERVICES

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for forensic child advocacy interviews and direct victim services provided by the subrecipient including but not limited to expenses for travel, supplies, personnel and benefits.
2. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
3. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
4. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS -

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$128,148.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

56 Union Street Wolfeboro, NH 03894 - Carroll County

85 Main Street Conway, NH 03818 - Carroll County

Check if there are workplaces on file that are not identified here.

Child Advocacy Center of Carroll County

July 1, 2023 - June 30, 2024

Subrecipient Name

Period Covered by this Certification

Elizabeth Kelley Scott, Executive Director

Name and Title of Authorized Subrecipient Representative

Subrecipient Representative Signature

Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement, execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

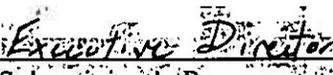
*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

(1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature


Subrecipient's Representative Title


Subrecipient Name


Date

EXHIBIT H

-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.

Kim Hillery Scott
Subrecipient Representative Signature

Executive Director
Subrecipient's Representative Title

Elizabeth K Kelley Scott
Subrecipient Name

4/12/23
Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282, and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature]
Subrecipient Representative Signature

Executive Director
Subrecipient's Representative Title

Elizabeth Kelley Scott
Subrecipient Name

4/12/23
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: LBY1LULKXCN9

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

✓ NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Elizabeth Kelley Scott [responsible official], certify that the Subrecipient has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on 04/11/2023 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Elizabeth Kelley Scott [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 04/11/2023 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.
- (2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—
 - a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
 - a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204:

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 28 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing; or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

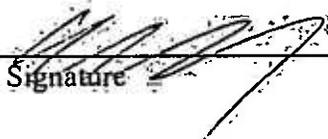
I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



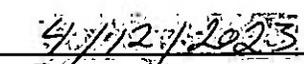
Subrecipient Representative Signature



Title of Subrecipient Representative



Signature



Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that "THE CHILD ADVOCACY CENTER OF CARROLL COUNTY" (CACCC) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 17, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 476858

Certificate Number: 0006202402



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

I, June Connors, hereby certify that I am the duly elected Secretary of The Child Advocacy Center of Carroll County. On April 11, 2023 the Board of Directors proposed an electronic vote which was submitted to all members and voted on by all members of the Board of Directors. VOTED: That Elizabeth Kelley-Scott, Executive Director, is duly authorized to enter into contracts or agreements on behalf of The Child Advocacy Center of Carroll County with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote. I hereby certify that said vote has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

This authority shall remain valid for thirty (30) days from the date of this Certificate of Authority.

4-14-23
Date

June Connors
Attest



NH
Carroll
Tiffany Perris
Exp 12/12/26

INTERNAL REVENUE SERVICE
P. O. BOX 2808
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 19 2005**

THE CHILD ADVOCACY CENTER OF
CARROLL COUNTY
137 ET 28 STE 22
OSSIPPE, NH 03864

Employer Identification Number:
20-2110940
DIN:
17053280009048
Contact Person:
JOHN J ROOSTER ID# 31364
Contact Telephone Number:
(877) 829-3500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170 (b) (1) (A) (vi)
Form 990 Required:
YES
Effective Date of Exemption:
JUNE 17, 2004
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2008

Dear Applicant:

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

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

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

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

Letter 1045 (DO/03)

Return of Organization Exempt From Income Tax

2021

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning **2021**, and ending **2021**

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization **The Child Advocacy Center of Carroll County**
 Doing business as _____
 Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____
 City or town, state or province, country, and ZIP or foreign postal code _____

D Employer identification number _____
E Telephone number _____

F Name and address of principal officer:
Elizabeth Kelley, _____

G Gross receipts \$ **308,748.**

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. See instructions.
H(c) Group exemption number ▶ _____

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ **N/A**

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: **2004** **M** State of legal domicile: **NH**

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: ADVOCATE FOR ABUSED CHILDREN		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	0
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	0
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	4
	6	Total number of volunteers (estimate if necessary)	6	12
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	687.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 279,606.	Current Year 308,061.
	9	Program service revenue (Part VIII, line 2g)		
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	726.	687.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	280,332.	308,748.
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	
14		Benefits paid to or for members (Part IX, column (A), line 4)		
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	188,031.	197,827.
16a		Professional fundraising fees (Part IX, column (A), line 11e)		
b		Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
17		Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	73,677.	79,834.
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	261,708.	277,661.	
19	Revenue less expenses. Subtract line 18 from line 12	18,624.	31,087.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 427,736.	End of Year 441,638.
	21	Total liabilities (Part X, line 26)	57,479.	26,809.
	22	Net assets or fund balances. Subtract line 21 from line 20	370,257.	414,829.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: _____ Date: **07/10/2022**
Elizabeth Kelley-Scott, executive director
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: **Chris Sawyer** Preparer's signature: _____ Date: **07/13/2022** Check if self-employed PTIN: _____
 Firm's name ▶ **Chris B. Sawyer, LLC** Firm's EIN ▶ _____
 Firm's address ▶ _____ Phone no. _____

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:
ADVOCATE FOR ABUSED CHILDREN

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 0. including grants of \$ 0.) (Revenue \$ 0.)
N/A

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses ▶ 0.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14a Did the organization maintain an office, employees, or agents outside of the United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> . See instructions	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	<input type="checkbox"/>	<input type="checkbox"/>
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		x
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		x
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		x
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		x
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		x
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		x
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		x
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		x
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		x
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		x
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		x
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		x
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		x
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		x
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		x
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		x
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		x
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		x
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		x
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O	x	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	4		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.	2b		X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	Organizations that may receive deductible contributions under section 170(c).				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	Sponsoring organizations maintaining donor advised funds.				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	Section 501(c)(7) organizations. Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	Section 501(c)(12) organizations. Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17			

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	a The governing body?		X
8b	b Each committee with authority to act on behalf of the governing body?		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	b Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12b	b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		X
12c	c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done.		X
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	a The organization's CEO, Executive Director, or top management official		X
15b	b Other officers or key employees of the organization		X
15c	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed ►
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records ►
 Elizabeth Kelley-Scot, [REDACTED]

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Diane Cleary President	2.00			X				0.	0.	0.
(2) June Connors Secretary	2.00			X				0.	0.	0.
(3) Ray Mitchell Treasurer	2.00			X				0.	0.	0.
(4) Patricia Anderson Director	2.00			X				0.	0.	0.
(5) Scott Kinmond Director	2.00			X				0.	0.	0.
(6) Christine Stevens Director	2.00			X				0.	0.	0.
(7) Elizabeth Kelley-Scott Executive Director	40.00					X		87,248.	0.	0.
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal							87,248.	0.	0.	
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							87,248.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514		
Contributions, Gifts, Grants, and Other Similar Amounts	1a Federated campaigns						
	b Membership dues						
	c Fundraising events			37,277.			
	d Related organizations						
	e Government grants (contributions)			171,772.			
	f All other contributions, gifts, grants, and similar amounts not included above			99,012.			
	g Noncash contributions included in lines 1a-1f						
	h Total. Add lines 1a-1f		308,061.				
Program Service Revenue	2a Business Code						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		687.	0.	687.	0.	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	6a	(i) Real	(ii) Personal			
		b Less: rental expenses	6b				
		c Rental income or (loss)	6c				
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory	7a	(i) Securities	(ii) Other			
		b Less: cost or other basis and sales expenses	7b				
		c Gain or (loss)	7c				
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including \$ 37,277. of contributions reported on line 1c). See Part IV, line 18	8a					
		b Less: direct expenses	8b				
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
		b Less: direct expenses	9b				
c Net income or (loss) from gaming activities							
10a Gross sales of inventory, less returns and allowances	10a						
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11a Business Code						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions		308,748.	0.	687.	0.		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	87,248.	0.	87,248.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	93,198.	0.	93,198.	0.
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	7,356.	0.	7,356.	0.
10 Payroll taxes	10,025.	0.	10,025.	0.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	535.	0.	535.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	423.	0.	423.	0.
14 Information technology				
15 Royalties				
16 Occupancy	63,391.	0.	63,391.	0.
17 Travel	3,949.	0.	3,949.	0.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	11,536.	0.	11,536.	0.
23 Insurance				
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a				
b				
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	277,661.	0.	277,661.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	173,460.	1	198,898.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 330,482.		
	b Less: accumulated depreciation	10b 87,742.	254,276.	10c 242,740.
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)		427,736.	16	441,638.
Liabilities	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	57,188.	23	26,809.
	24 Unsecured notes and loans payable to unrelated third parties	291.	24	0.
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25		57,479.	26
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	370,257.	27	414,829.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	370,257.	32	414,829.
33 Total liabilities and net assets/fund balances		427,736.	33	441,638.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	308,748.
2	Total expenses (must equal Part IX, column (A), line 25)	2	277,661.
3	Revenue less expenses. Subtract line 2 from line 1	3	31,087.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	370,257.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	401,344.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		

SCHEDULE A
(Form 990)

Public Charity Status and Public Support

OMB No. 1545-0047

2021

Open to Public Inspection

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Name of the organization: The Child Advocacy Center of Carroll County Employer identification number: [REDACTED]

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	181,556.	129,130.	258,316.	275,586.	270,784.	1,115,372.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	181,556.	129,130.	258,316.	275,586.	-270,784.	1,115,372.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						1,115,372.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4	181,556.	129,130.	258,316.	275,586.	270,784.	1,115,372.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						1,115,372.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	100 %
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	100 %
16a 33 1/3% support test—2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input checked="" type="checkbox"/>
b 33 1/3% support test—2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
	11a		
b	A family member of a person described on line 11a above?		
	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
	11c		

Section B. Type I Supporting Organizations

		Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
	2		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
	1		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
	3		

Section E. Type III Functionally Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2	Activities Test. Answer lines 2a and 2b below.		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
	2b		
3	Parent of Supported Organizations. Answer lines 3a and 3b below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .		
	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in **Part VI**). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C—Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D—Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required—explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2021		
a	From 2016		
b	From 2017		
c	From 2018		
d	From 2019		
e	From 2020		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2021 distributable amount		
i	Carryover from 2016 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2021 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2021 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2022. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2017		
b	Excess from 2018		
c	Excess from 2019		
d	Excess from 2020		
e	Excess from 2021		

Schedule B (Form 990)

Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Name of the organization: The Child Advocacy Center of Carroll County; Employer identification number: [redacted]

Organization type (check one):

- Filers of: Form 990 or 990-EZ; Section: [X] 501(c)(3) (enter number) organization; [] 4947(a)(1) nonexempt charitable trust not treated as a private foundation; [] 527 political organization; Form 990-PF; [] 501(c)(3) exempt private foundation; [] 4947(a)(1) nonexempt charitable trust treated as a private foundation; [] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- [X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- [] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test...; [] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor...; [] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor...

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization: The Child Advocacy Center of Carroll County Employer Identification number: [REDACTED]

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Carroll County [REDACTED] [REDACTED]	\$ 55,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization The Child Advocacy Center of Carroll County	Employer identification number [REDACTED]
--	---

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Name of organization **The Child Advocacy Center of Carroll County** Employer identification number **[REDACTED]**

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ▶ \$

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
.....
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
.....	
.....
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
.....	
.....
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
.....	
.....
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
.....	

Child Advocacy Center of Carroll County Board of Directors

OFFICERS

Diane Cleary, President

Raymond Mitchell, Treasurer

June Connors, Secretary

DIRECTORS

Scott Kinmond

Maureen Sherback

Chris Stevens

Key Personnel

Elizabeth D'Angelo/Forensic Interviewer/ MDT Coordinator \$65,160.00

Elizabeth Kelley-Scott/ Executive Director \$101,335.00

Meghan Berry/Family Support Specialist \$45,000.00

Professional Experience

Multidisciplinary Team Coordinator/Forensic Interviewer Child Advocacy Center of Carroll County, Wolfeboro, NH	2014-Present
Special Education Paraprofessional/Substitute Teacher Governor-Wentworth School District, Wolfeboro, NH	2013-2014
Community Life Parent/Substitute Teacher Brewster Academy, Wolfeboro, NH	2004-2013
Trooper, First Class, New Hampshire State Police Department of Safety, Division of State Police, Concord, NH	1987-1999

Certificates and Trainings

<i>37th International Symposium on Child Abuse</i> Virtual; Live, Simulive and On-Demand	2021
<i>Child Sex Trafficking Forensic Interview Training</i> National Criminal Justice Training Center, Live, Online Instructor Led	2020
<i>Youth with Problematic Sexualized Behavior Training Series</i> Granite State Children's Alliance, Live, Online	2020
<i>Partnering For A Future Without Violence</i> NH Attorney General's Task Force on Child Abuse and Neglect, Manchester, NH	2019
<i>Team Facilitator Training 2.0</i> Philadelphia, PA and Burlington, VA	2019
<i>NCA 2019 Leadership Conference</i> Washington, D.C.	2019
<i>34th International Symposium on Child Abuse</i> Huntsville, AL	2018
<i>Emerging Issues and MDT Response in Child Abuse Cases Training w/Rita Farrell</i> Bedford, NH	2017
<i>Dallas Crimes Against Children Conference</i> Dallas, TX	2017
<i>Two Day Forensic Interviewer Training with Julie Kenniston</i> Granite State Children's Alliance, Manchester, NH	2016
<i>Responding to CSEC Reports/Cases</i> Department of Homeland Security and Granite State Children's Alliance, Concord, NH	2016

Certificates and Trainings - continued

<i>Mentoring and Consultation Group Webinar for Child Forensic Interviewers</i> National Child Advocacy Center	2015
<i>Advanced Training for Forensic Interviewers</i> Office of Juvenile Justice and Delinquency Prevention, Concord, NH	2015
<i>Partnering for A Future Without Violence</i> NH Attorney General's Task Force on Child Abuse and Neglect, Manchester, NH	2015
<i>Child Forensic Interviewing, Five Day Course</i> Granite State Children's Alliance, Manchester, NH	2015
<i>Forensic Interviewing of Children Training</i> National Children's Advocacy Center, Huntsville, AL	2014
<i>The Potential Impact of Trauma on the Investigation of Child Maltreatment</i> Granite State Children's Alliance's Multidisciplinary Team Academy, Concord, NH	2014
<i>Partnering for A Future Without Violence</i> NH Attorney General's Task Force on Child Abuse and Neglect, Manchester, NH	2014

Education

B.A., *Anthropology*, University of New Hampshire, Durham, NH (1984)

MEGHAN K. BERRY

PROFESSIONAL SUMMARY

Driven Social Worker with relevant experience including an internship at a domestic violence shelter. Capable of applying education concepts to real world social issues & solving problems. Able to communicate effectively with a multidisciplinary team and complete tasks in a timely manner.

Bachelor of Arts, Sociology

August 2018

Southern New Hampshire University

Manchester, NH

- Undergrad Research Day Presentation: "Education within the Prison System"
- Reviewed and collected information about the impact of higher education in the State Prisons.

VOLUNTEER WORK & PROFESSIONAL DEVELOPMENT

Training

Youth with Problematic Sexualized Behavior Training series

October 2020

- Critical Issues in Sibling Sexual Abuse
Concord, NH
- What Every MDT Team Member Should Know

Victim Advocate Training

February 2020

- Gained a deeper understanding of the role as a Victim Advocate.
Huntsville, AL
- Developed professional communication skills when working with caregivers of all backgrounds.

Volunteer Internship

February 2019- June 2019

Child Family Service – Domestic Violence Shelter

Oahu, HI

- Analyzed log on participants, and input service information into data base.
- Assisted with Hotline calls, determining initiate danger.
- Coordinated group sessions with domestic violence participants on trauma and house guidelines.
- Strengthened professional office knowledge and communication skills by interacting with participants.

Alterative Break Volunteer

March 2016

Center for Community Engaged Learning, SNHU

Manchester, NH

- Volunteered in Cincinnati, OH with Homeless Coalition witnessing poverty and homelessness firsthand by listening to personal stories from people who have or are experiencing homelessness.
- Gained deeper understanding of poverty by participating in activities: allotted budget of \$1.25 for lunch each day (average amount for food stamps) and struggled to sell Street Vibes newspapers on street.
- Assisted at afterschool program with children ages 5-12 years old with homework; and played card games, computer games and indoor basketball.

Participant

February 2017

IMPACT Conference

St. Louis, MO

- Workshops on community service, service projects and social issues.

PROFESSIONAL EXPERIENCE

Family Support Specialist

November 2019 – Present

The Child Advocacy Center of Carroll County

Wolfeboro, NH

- Works directly with families, providing support services, referrals, and information on the investigation process.
- Responsible for providing detailed case management and follow-ups with caregivers and remains in contact with MDT to present updates during case review.
- Coordinates referrals to mental health and medical examinations based on the need of the victim.
- Maintains case files and enters case files into the NCA TRAK database.
- Works closely with Starting Point to complement supports and ensures alleged victims receive appropriate services.

Childcare Provider

September 2017- June 2019

Self-employed- Nanny

Wahiawa, HI

- Ensured safety and well-being of three children, as well as learning activities and organized play.
- Managed three children, encouraged good behavior, and followed a set schedule.

Service Project Coordinator

August 2015 – May 2017

Center for Community Engaged Learning, SNHU

Manchester, NH

- Researched issues that were occurring in the Manchester area and reach out to local nonprofit organizations to volunteer.
- Recruited and managed student volunteers for community service projects.
- Created flyers for service projects and promoted upcoming events on social media such as Facebook.
- Managed front desk, responded to emails, phone calls, and helped students sign up for volunteer work.
- Strengthened leadership and communication skills by taking students to off-campus projects and being their coordinator.

Elizabeth R. Kelley-Scott

Qualification Highlights

- Able to work independently and as a collaborative team member
- Experience and knowledge in building and maintaining relationships with key stakeholder
- Proven fundraising success

Work Experience:

December 2009-present: Executive Director, Child Advocacy Center of Carroll County, Wolfeboro, NH

- Coordinate programmatic efforts with multi-disciplinary team members
- Conducted numerous public awareness activities
- Serve as program administrator for statistical case tracking system
- Implement and develop training for multi-disciplinary team members
- Provide on-going support and supervision to employees and other multi-disciplinary team members
- Serve as the primary liaison for the organization in the community and with all partner agencies
- Responsible for all day to day management activities at the Child Advocacy Center
- Working with the Board of Directors, maintains a shared vision for the future of the organization and develops appropriate goals and strategies to advance the organization's mission.
- Recommends operational objectives that support the strategic plan and leads the staff in the implementation of the strategic plan and any operational objectives.
- Provides leadership in developing programs, organizational and financial plans with the Board of Directors and staff, and carries out plans and policies authorized by the Board.
- Maintains official records and documents and assures compliance with federal, state and local regulations.
- Keeps the Board of Directors fully informed on the condition of the organization and all important issues influencing it.
- Responsible for ongoing program evaluation including outcome measures.
- Maintains a positive working relationship with the Board of Directors and partner agencies
- Chief grant writer who also monitors the grants and prepares required reports.
- Responsible for Center bookkeeping and developing and maintaining sound financial practices.
- Responsible for preparing a budget and ensuring that the program operates within budget.
- Responsible for developing and implementing appropriate fund raising strategies to help fund the mission of the Center.

February 2007 to December 2009: Program Coordinator, Child Advocacy Center of Carroll County, Wolfeboro, NH

- Provided over 450 neutral, fact-finding forensic interviews to alleged child abuse victims
- Coordinate and identify services for non-offending caregivers and victims
- Facilitate monthly case review meeting with multidisciplinary partners
- Created numerous written materials for dissemination to community partners and non-offending caregivers
- Coordinate scheduling with multi-disciplinary team members
- Provide monthly statistical data to Board of Directors
- Coordinate clinical, case management and medical services for alleged child victims
- Serve as program administrator for statistical case tracking system
- Provide on-going support and case coordination to all multi-disciplinary team members
- Created numerous written materials for dissemination to community partners and non-offending caregivers

Education

Plymouth State University
2006

B. A. Major: Psychology

Graduated with honors

Plymouth State University
2013

M.ED Self-designed program, focus :Organizational Leadership

SPECIALIZED TRAINING

Northeast Regional Children's Advocacy Center	Leadership Exchange and Coaching Project	2018-19
National Children's Alliance	Leadership Conference	2019
National Children's Alliance	Leadership Conference	2017
National Children's Advocacy Center	Extended Forensic Interviewing	2015
National Children's Advocacy Center	International Child Abuse Symposium	2015
National Children's Alliance	Leadership Conference	2011
Council on Fundraising	NH Grants Institute	2010
National Children's Alliance	Leadership Conference	2010
The Chadwick Center For Children and Families	22 nd Annual San Diego International Conference on Child and Family Maltreatment	2009
National Children's Advocacy Center	Advanced Forensic Interviewing	2009
National District Attorneys Association	Child Abuse Summit	2008
Northeast Regional Children's Advocacy Center	Multidisciplinary Team Training Academy	2008
National Children's Advocacy Center	Forensic Interviewing	2007

Forensic Interviewer / Multi-disciplinary Team Coordinator

JOB DESCRIPTION

Position Title: Forensic Interviewer/
Multi-disciplinary Team (MDT) Coordinator

Supervised By: Executive Director

Requirements: Bachelor's Degree in social work or related field preferred, experience conducting forensic interviews and working with a multi-disciplinary team of professionals preferred, satisfactory completion of criminal background check required

Position Summary

- Forensic interviewing of children and adolescents from toddlers to 18 years of age who are alleged to be victims of physical and/or sexual abuse using a research based interview protocol and techniques in a developmentally appropriate manner to elicit truthful information.
- Oversee the effective management and coordination of a countywide multi-disciplinary team to include law enforcement, mental health, medical, victim's advocates, social workers, and prosecutors.

Duties and Responsibilities

1. Schedule and coordinate joint forensic interviews of alleged child/adolescent sexual abuse with multi-disciplinary team members.
2. Conduct forensic interviews of alleged child/adolescent victims of abuse, as requested, on behalf of the multi-disciplinary team members.
3. Maintain and update case files and the Child Advocacy Center of Carroll County's statistical tracking database.
4. Report relevant CACCC statistics accurately to various sources.
5. Participate with the Multi-disciplinary Team Case Review, coordinate relevant case review information with multi-disciplinary team members.
6. Testify in civil and criminal court proceedings, as appropriate or requested, on the interview process and techniques as well as on specific interviews in individual cases.

7. Participate in quarterly Peer Review meetings; provide training and consultation as requested regarding interview protocols and child development areas of interest.
8. Consult with multi-disciplinary team members as requested or as deemed necessary.
9. Serve as a liaison to all multi-disciplinary team agencies and collaborating partners.
10. Provide limited telephone crisis intervention.
11. Provide community education regarding the prevention of child maltreatment.
12. Serve as a steward of the Child Advocacy Center of Carroll County in the community.
13. Work proficiently with Microsoft Word, Excel, Powerpoint and Publisher.
14. Work proficiently and understand emerging technologies.
15. Other duties as assigned.

POSITION TITLE: Family Support Specialist

JOB SUMMARY: The Family Support Specialist position is responsible for providing continuity of services throughout the Child Advocacy Center (CAC) process. This may include making referrals for mental health assessments, trauma focused treatments and medical examinations. This position will provide families with guidance and education toward a better understanding of the investigative and judicial process, their parental/guardian role and how best to support their children through the healing phase. The Family Support Specialist will provide services from the completion of the initial CAC intake process until the case has been closed by the multi-disciplinary team (MDT).

DUTIES AND RESPONSIBILITIES:

- Works directly with families starting from the beginning of the CAC process
- Supports non-offending caregivers by providing information regarding services, referrals, the MDT model and an understanding of the investigation process
- Assists in the navigation of services available statewide to victims
- Coordinates referrals for mental health services and medical examinations
- works collaboratively with Starting Point to complement supports and not duplicate advocacy efforts
- Provides comprehensive case management and follow up with the family and maintains contact with the MDT to provide follow up information and updates during case review
- Maintain case files and enter data
- Ensure confidentiality of protected information
- Administers client satisfaction survey if applicable
- Assist with educating the community about both the vital work of the CAC and child sexual abuse awareness and prevention strategies
- Participates in on-going continuing education with a goal of providing expert level service to clients and MDT members
- Gathers all relevant data from MDT partners during the referral/intake process
- Assists in scheduling forensic interviews with caregivers and MDT members
- Assist the CAC Program Coordinator/Forensic Interviewer with various other center duties
- Other duties as assigned by CAC Executive Director
- This position will require occasional in state and out of state travel

QUALIFICATIONS:

1. Bachelors Degree with at least 2 years of relevant experience
2. Preferred knowledge and experience with CACs and/or the dynamics of child sexual abuse
3. Experience providing supports to families and children in crisis
4. Excellent written and communication skills
5. Engaging, energetic with strong organizational skills, consistent follow through and self-motivation

6. Ability to work with a diverse structure of member agencies, communities and professionals
7. Strong leadership skills, a solid work ethic and compassionate attitude
8. Ability to maintain appropriate personal boundaries with vulnerable clients

Applicant will be required to pass a NH Criminal Record background and NH Child Offender Registry check.

The Child Advocacy Center of Carroll County is an equal opportunity employer.

The Child Advocacy Center of Carroll County Job Description

Executive Director

The Child Advocacy Center of Carroll County New Hampshire (CACCC) is a child-friendly, family-focused non-profit organization Carroll County New Hampshire. The Center works in collaboration with law enforcement, medical personnel, social service agencies, child advocacy agencies, and the county Attorney's Office to provide a coordinated system of response and care to children who are victims of sexual and/or physical abuse and their non-offending family members through a full utilization of a multi-disciplinary team.

Position Summary: The Executive Director is responsible for the overall administration and management of the Child Advocacy Center of Carroll County as well as the day to day activities of the Center. The Executive Director is ultimately accountable to the Board of Directors and reports directly to the President of the Board.

Case Management Responsibilities:

16. Schedule and coordinate joint forensic interviews of alleged child/adolescent sexual abuse with multi-disciplinary team members.
17. Conduct forensic interviews of alleged child/adolescent victims of abuse, as requested, on behalf of the multi-disciplinary team members.
18. Oversees the maintenance of case files and the Child Advocacy Center of Carroll County's statistical tracking database.
19. Oversees the Multi-disciplinary Team Case Review, coordinate relevant case review information with multi-disciplinary team members.
20. Testify in civil and criminal court proceedings, as appropriate or requested, on the interview process and techniques as well as on specific interviews in individual cases.
21. Participate in quarterly Peer Review meetings; provide training and consultation as requested regarding interview protocols and child development areas of interest.
22. Consult with multi-disciplinary team members as requested or as deemed necessary.
23. Serve as a liaison to all multi-disciplinary team agencies and collaborating partners.
24. Provide limited telephone crisis intervention.
25. Provide community education regarding the prevention of child maltreatment.
26. Serve as a steward of the Child Advocacy Center of Carroll County in the community.

Program Administration Responsibilities:

1. Working with the Board of Directors, maintains a shared vision for the future of the organization and develops appropriate goals and strategies to advance the organization's mission.

2. Recommends operational objectives that support the strategic plan and leads the staff in the implementation of the strategic plan and any operational objectives.
3. Provides leadership in developing programs, organizational and financial plans with the Board of Directors and staff, and carries out plans and policies authorized by the Board.
4. Maintains official records and documents and assures compliance with federal, state and local regulations.
5. Maintains a working knowledge of emerging issues and significant developments in the field of child abuse investigations.
6. Keeps the Board of Directors fully informed on the condition of the organization and all important issues influencing it.
7. Responsible for ongoing program evaluation including outcome measures.
8. Maintains a positive working relationship with the Board of Directors and partner agencies.

Financial Management Responsibilities:

1. Chief grant writer, who also monitors the grants and prepares required reports.
2. Responsible for Center bookkeeping and developing and maintaining sound financial practices.
3. Works with the staff, Finance Committee and the Board of Directors to prepare a budget and sees that the Center operates within budget.
4. In partnership with the Board of Directors, the Fundraising Committee and appropriate staff and volunteers the Director is responsible for developing and implementing appropriate fundraising strategies to help fund the mission of the Center.
5. Searches for new and changing funding opportunities.

Community Outreach and Education Responsibilities:

1. The Director serves as the primary spokesperson for the Child Advocacy Center and chief liaison to community groups and the media.
2. Publicizes the activities of the Child Advocacy Center and its programs and goals.
3. Develops and provides professional training for community agencies on issues related to child abuse and the role of the Child Advocacy Center.
4. Creating and providing community education to civic organizations...
5. Maintains a positive professional reputation in the community and is a good ambassador for the Center.

Supervisory Responsibilities:

1. Responsible for ensuring personnel have appropriate training and direction and acts as day to day administrative supervisor.
2. Responsible for coordinating volunteers.
3. Responsible for hiring and disciplinary actions involving of all personnel in conjunction with the Executive Committee of the Board of Directors.

4. In conjunction with specialty specific consultants or employees facilitates the preparation and delivery of the performance management for the organization.

Other Responsibilities:

1. Any and all other duties as may be assigned by the Board or Directors.

Job Qualifications

The following qualifications are preferred for the candidate.

1. The Executive Director is a professional position and preferably holds an advanced degree in business, certified fund raising, social work, psychology, criminal justice, mental health or a related field with associated work experience.
2. A minimum of four years of experience in non-profit management including program development and advocacy, grant writing, fund development, financial management/bookkeeping and supervisory responsibilities is preferred.
3. A minimum of two years of professional experience in working with children and families where abuse and violence are identified issues is preferred.
4. Previous experience working with the criminal justice or child welfare system and as a member of a multi-disciplinary team is preferred.
5. A working knowledge of non-profit management and board development.
6. Experience in grant writing, grant monitoring, fund development and fund raising.
7. A working knowledge of bookkeeping (preferably with QuickBooks), the budgeting process and financial management.
8. Knowledge and skills in human resources and staff development.
9. Ability to work as part of a multi-disciplinary team.
10. A working knowledge and understanding of family violence, substance abuse and the dynamics of child abuse.
11. Strong public speaking skills.
12. Computer skills including Microsoft Office, PowerPoint and Publisher.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Granite State Children's Alliance		1.4. Grantee Address 72 South River Road, Suite 202 Bedford, New Hampshire 03110	
1.5. Grantee Phone # (603) 864-0215	1.6. Account Number 02-20-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$1,136,115
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Joy Barrett - Chief Executive Officer	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: /s/ Christopher Bond Assistant Attorney General, On: / / 4/6/23			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

3. **AREA COVERED:** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms of the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort, to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity; or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to, and including the date of termination.

12.2. 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, in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS:** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance, for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE:** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

The Granite State Children's Alliance as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

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EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E - Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance;

EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

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D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports:

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors.

SCOPE: This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute, that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here:

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28.CFR.42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm.

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

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EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for child advocacy forensic interviews and victim services provided by the subrecipient including but not limited to expenses for travel, supplies, a subgrant to Seacoast Child Advocacy Center, Inc, personnel and benefits.
2. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
3. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
4. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$1,136,115.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients), that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St.
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Joy Barrett July 1, 2023 – June 30, 2024
Subrecipient Name Period Covered by this Certification

Joy Barrett - Chief Executive Officer
Name and Title of Authorized Subrecipient Representative

[Signature] 3/30/23
Subrecipient Representative Signature Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING:

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: July 1, 2023 - June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Subrecipient Representative Signature

Chief Executive Officer
Subrecipient's Representative Title

Joy Burren
Subrecipient Name

3/30/23
Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters; and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12, of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if, at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

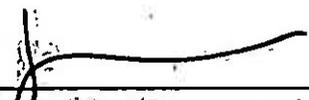
EXHIBIT F

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature

Chief Executive Officer
Subrecipient's Representative Title

Joy Barrett
Subrecipient Name

3/30/23
Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Subrecipient Representative Signature

Chief Executive Officer
Subrecipient's Representative Title

Joy Berretto
Subrecipient Name

3/30/23
Date

EXHIBIT H

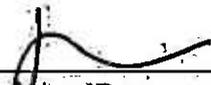
**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.


Subrecipient Representative Signature

Chief Executive Officer
Subrecipient's Representative Title

Joy Barrett
Subrecipient Name

3/30/23
Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response; including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification:

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).


Subrecipient Representative Signature

Chief Executive Officer
Subrecipient's Representative Title

Joy Barrett
Subrecipient Name

3/30/23
Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature]
Subrecipient Representative Signature

Chief Executive Officer
Subrecipient's Representative Title

Joy Barrett
Subrecipient Name

3/30/23
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: H8J7Y4JMGP76

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Jon Burnett [responsible official], certify that the Subrecipient has completed the EEOP reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on November 2021 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Meghan Noyes [official that completed training] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: November 2021 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination; and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

JB
5/30/23

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications, provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Joy Barrett
Subrecipient Representative Signature

Chief Executive Officer
Title of Subrecipient Representative

[Signature]
Signature

3/30/23
Date

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 456237

Certificate Number: 0006194008



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan,
Secretary of State



Granite State Children's Alliance™

New Hampshire's Network of Child Advocacy Centers

72 South River Road, Suite-202
Bedford, NH 03110

Certificate of Authority

I, Nick Abramson, Chairman of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

1. I am a duly elected officer of the Granite State Children's Alliance;
2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on October 2022:

Resolved: That the Chief Executive Officer is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the State of New Hampshire Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 30th day of March 2023. This authority shall remain valid for thirty (30) days from the date of this Certificate of Authority.

4. Joy Barrett is the Chief Executive Officer of the Granite State Children's Alliance.

Nick Abramson
Board Chairman, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me on March 30, 2023 by Nick Abramson

Signature of Notary Public of Justice of the Peace

Name and Title of Notary Public of Justice of the Peace

Commission Expires 3/13/2024

(Notary Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2023

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester, NH 03101		CONTACT NAME: Jennifer Kokalis PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com	
INSURED Granite State Children's Alliance 172 S River Rd Suite 202 Bedford, NH 03110		INSURER(S) AFFORDING COVERAGE: INSURER A: Selective Insurance Co. of SC NAIC # 19259 INSURER B: Granite State Health Care and Human Services Self INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23-24 All lines, REVISION NUMBER:

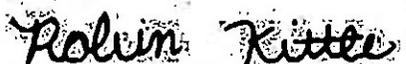
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

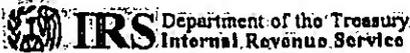
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S2333435	03/01/2023	03/01/2024	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 1,000,000 MED EXP (Any one person): \$ 20,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 3,000,000 PRODUCTS - COMP/OP AGG: \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		S2333435	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		S2333435	03/01/2023	03/01/2024	EACH OCCURRENCE: \$ 2,000,000 AGGREGATE: \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20232000033 (3a.) NH	03/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT: \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE: \$ 1,000,000 E.L. DISEASE - POLICY LIMIT: \$ 1,000,000
A	Professional Liability		S2333435	03/01/2023	03/01/2024	Aggregate: \$ 3,000,000 Each Incident: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256521944
Mar. 16, 2020 LTR 4168C 0
74-3186259 000000 00

00014152

BODC: TE

THE GRANITE STATE CHILDRENS
ALLIANCE
% JOY BARRETT
72 S RIVER RD STE 202
BEDFORD NH 03110

Employer ID number: 74-3186259
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Mar. 09, 2020, about your tax-exempt status.

We issued you a determination letter in October 2006, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(v1).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

005739

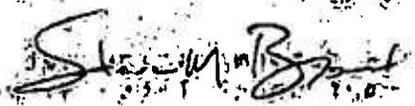
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THE GRANITE STATE CHILDRENS
ALLIANCE
% JOY BARRETT
72 S RIVER RD STE 202
BEDFORD NH 03110

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,



Steve M. Brown, Operations Manager
Operations 3-CIN



Granite State Children's Alliance™

New Hampshire's Network of
Child Advocacy Centers

GRANITE STATE CHILDREN'S ALLIANCE

Financial Statements and Supplementary Information
For the Year Ended June 30, 2022

(With Independent Auditor's Report Thereon)

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite State Children's Alliance

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Granite State Children's Alliance, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Granite State Children's Alliance as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Granite State Children's Alliance and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite State Children's Alliance's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Granite State Children's Alliance's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite State Children's Alliance's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Report on Summarized Comparative Information

We have previously audited Granite State Children's Alliance's fiscal year 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 14, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Child Advocacy Center Expenses by Location is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2023 on our consideration of Granite State Children's Alliance's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Granite State Children's Alliance's internal control over financial reporting and compliance.

Melanson

Merrimack, New Hampshire
March 20, 2023

GRANITE STATE CHILDREN'S ALLIANCE

Statement of Financial Position
June 30, 2022
(with comparative totals as of June 30, 2021)

	2022		2021 Total	2021 Total
	Without Donor Restrictions	With Donor Restrictions		
Assets				
Current Assets:				
Cash and cash equivalents	\$ 1,046,082	\$ 9,990	\$ 1,056,072	\$ 1,152,442
Grants receivable	349,455	-	349,455	334,878
Accounts receivable	2,522	-	2,522	-
Contributions receivable	48,000	-	48,000	23,289
Prepaid expenses	14,005	-	14,005	14,123
Total Current Assets	1,460,064	9,990	1,470,054	1,524,732
Noncurrent Assets:				
Investments	19,377	-	19,377	31,153
Property and equipment, net	896,054	-	896,054	896,032
Security deposits	8,782	-	8,782	4,060
Total Noncurrent Assets	924,213	-	924,213	931,245
Total Assets	\$ 2,384,277	\$ 9,990	\$ 2,394,267	\$ 2,455,977
Liabilities and Net Assets				
Current Liabilities:				
Accounts payable	\$ 90,566	\$ -	\$ 90,566	\$ 95,438
Accrued payroll and related liabilities	39,516	-	39,516	30,885
Refundable advances	-	-	-	32,017
Total Current Liabilities	130,082	-	130,082	158,340
Net Assets:				
Without donor restrictions:				
Undesignated	1,820,949	-	1,820,949	1,844,391
Board-designated	433,246	-	433,246	433,246
With donor restrictions:				
Time or purpose restricted	-	9,990	9,990	20,000
Total Net Assets	2,254,195	9,990	2,264,185	2,297,637
Total Liabilities and Net Assets	\$ 2,384,277	\$ 9,990	\$ 2,394,267	\$ 2,455,977

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

GRANITE STATE CHILDREN'S ALLIANCE

Statement of Activities
For the Year Ended June 30, 2022;
(with summarized comparative totals for the year ended June 30, 2021)

	2022		2022 Total	2021 Total
	Without Donor Restrictions	With Donor Restrictions		
Support and Revenue				
Support:				
Grants	\$ 1,560,890	\$ -	\$ 1,560,890	\$ 1,821,823
Paycheck Protection Program (PPP)	26,743	-	26,743	202,557
Contributions	105,302	169,774	275,076	242,265
In-kind contributions	74,492	-	74,492	36,452
Special events:				
Gross special events revenue	153,974	168,644	322,618	128,685
Less cost of special events:	(149,377)	-	(149,377)	(3,047)
Net special events revenue	4,597	168,644	173,241	125,638
Revenue:				
Training and education	8,971	-	8,971	-
Investment Income (loss)	(11,067)	-	(11,067)	17,626
Other revenue	919	-	919	900
Net Assets Released From Restrictions	348,428	(348,428)	-	-
Total Support and Revenue	2,119,275	(10,010)	2,109,265	2,447,261
Expenses				
Program Services:				
Statewide education and outreach	243,548	-	243,548	297,836
Child advocacy centers:	1,348,562	-	1,348,562	1,274,313
Total Program Services	1,592,110	-	1,592,110	1,572,149
Supporting Services:				
General and administrative	443,864	-	443,864	399,838
Fundraising	106,743	-	106,743	107,288
Total Supporting Services	550,607	-	550,607	507,126
Total Expenses	2,142,717	-	2,142,717	2,079,275
Change in Net Assets:	(23,442)	(10,010)	(33,452)	367,986
Net Assets, Beginning of Year	2,277,637	20,000	2,297,637	1,929,651
Net Assets, End of Year	\$ 2,254,195	\$ 9,990	\$ 2,264,185	\$ 2,297,637

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

GRANITE STATE CHILDREN'S ALLIANCE

Statement of Functional Expenses For the Year Ended June 30, 2022 (with summarized comparative totals for the year ended June 30, 2021)

	2022						2022 Total	2021 Total
	Program Services			Supporting Services				
	Statewide Education and Outreach	Child Advocacy Centers	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
Personnel expense:								
Salaries and wages	\$ 154,722	\$ 677,807	\$ 832,529	\$ 163,687	\$ 88,767	\$ 252,454	\$ 1,084,983	\$ 1,049,133
Payroll taxes	12,539	54,929	67,468	13,265	7,194	20,459	87,927	86,541
Employee benefits	16,097	70,518	86,615	17,030	9,235	26,265	112,880	108,158
Bank charges				32	8,543	8,575	8,575	12,185
Contracted services:								
Accounting				140,128		140,128	140,128	133,391
Marketing	6,256		6,256	1,000		1,000	7,256	31,198
Other	1,104	54,592	55,696	19,615	347	19,962	75,658	82,214
Depreciation	16,691	30,294	46,985	9,822		9,822	56,807	50,018
Dues and subscriptions	2,862	11,463	14,325	18,044		18,044	32,369	33,134
Equipment, repairs, and maintenance	2,116	20,294	22,410	3,174		3,174	25,584	21,650
Event and venue costs					137,682	137,682	137,682	-
Grants		223,816	223,816				223,816	236,316
Insurance	1,317	10,041	11,358	5,297		5,297	16,655	15,362
Meetings	261	2,021	2,282	4,557	193	4,750	7,032	719
Miscellaneous		286	286	600	298	898	1,184	481
Occupancy	18,537	78,915	97,452	23,593		23,593	121,045	109,294
Office expenses	3,903	51,680	55,583	12,263	272	12,535	68,118	57,500
Staff development		12,128	12,128	1,359		1,359	13,487	-
Supplies					3,151	3,151	3,151	1,942
Telephone and Internet	2,247	20,644	22,891	3,647	360	4,007	26,898	24,896
Travel	1,248	8,128	9,376	1,024	78	1,102	10,478	4,714
Utilities	3,648	21,006	24,654	5,727		5,727	30,381	23,476
Total Expenses By Function	243,548	1,348,562	1,592,110	443,864	256,120	699,984	2,292,094	2,082,322
Less: expenses included on the Statement of Activities for the cost of special events					(149,377)	(149,377)	(149,377)	(3,047)
Total Expenses Reported on the Statement of Activities	\$ 243,548	\$ 1,348,562	\$ 1,592,110	\$ 443,864	\$ 106,743	\$ 550,607	\$ 2,142,717	\$ 2,079,275

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

GRANITE STATE CHILDREN'S ALLIANCE

Statement of Cash Flows
For the Year Ended June 30, 2022
(with comparative totals for the year ended June 30, 2021)

	<u>2022</u>	<u>2021</u>
Cash Flows From Operating Activities		
Change in net assets	\$ (33,452)	\$ 1367,986
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	56,807	50,018
Unrealized (gain) loss	11,789	(15,722)
Changes in operating assets and liabilities:		
Grants receivable	(14,577)	(49,098)
Accounts receivable	(2,522)	
Contributions receivable	(24,711)	57,372
Prepaid expenses	118	(5,795)
Accounts payable	(4,872)	58,570
Accrued payroll and related liabilities	8,631	(10,182)
Refundable advances	<u>(32,017)</u>	<u>(17,760)</u>
Net Cash (Used) Provided By Operating Activities	<u>(34,806)</u>	435,389
Cash Flows From Investing Activities		
Purchase of investments		(5,111)
Payment of security deposit	(4,722)	
Purchase of property and equipment	<u>(56,842)</u>	<u>(24,800)</u>
Net Cash Used By Investing Activities	<u>(61,564)</u>	<u>(29,911)</u>
Net Change in Cash and Cash Equivalents	(96,370)	405,478
Cash and Cash Equivalents, Beginning of Year	<u>1,152,442</u>	<u>746,964</u>
Cash and Cash Equivalents, End of Year	\$ <u>1,056,072</u>	\$ <u>1,152,442</u>

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

GRANITE STATE CHILDREN'S ALLIANCE

Notes to Financial Statements
For the Year Ended June 30, 2022

1. Organization

Granite State Children's Alliance (the Organization) is a nonprofit organization that provides coordinated services through a multi-disciplinary team approach to support the investigation and prosecution of child abuse cases. The Organization serves as the New Hampshire chapter organization providing training, technical assistance and statewide representation for the network of Nationally Accredited Child Advocacy Centers (CACs) in New Hampshire. The Organization also operates CACs in Keene (Cheshire County - Monadnock Region CAC), Manchester/Nashua (Hillsborough County CAC North/South) and Laconia (Belknap County - Greater Lakes CAC). The Organization impacts the lives of children and families through two program priorities:

- Statewide Education and Outreach – The Organization provides CAC membership services, training, professional development, technical assistance and statewide representation to the network of eleven Nationally Accredited Child Advocacy Centers (CACs) in New Hampshire and their multi-disciplinary teams. KNOW & TELL is a professional development program of the Granite State Children's Alliance. It is all our responsibility to protect children from abuse. KNOW & TELL educates all adults to KNOW the signs of abuse and TELL responsible authorities when they recognize a child needs help. It is based on three elements: **Educate** – learn the signs of neglect, physical, and sexual abuse to identify a child victim and understand your responsibility as a mandated reporter; **Inform** – know how and when to report suspected abuse when a child needs your help; **Protect** – recognize your role in the child protection system. The KNOW & TELL training is conducted in-person or online.
- Child Advocacy Centers – Child Advocacy Centers (CACs) are designed to be a child/family friendly, victim centered, neutral setting for joint investigations and forensic interviews of child victims of crime involving sexual abuse, felony level physical abuse, and child witnesses to violence such as a homicide or a serious domestic assault. CACs also provide child/family support services to ensure children receive appropriate mental health assessments, treatment, and specialized medical evaluations. Last year over 2,458 children were referred for services to CACs across New Hampshire.

2: Summary of Significant Accounting Policies:

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements:

Basis of Financial Statement Presentation

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Change in Accounting Principle

ASU 2020-07, Contributed Nonfinancial Assets

In fiscal year 2022, the Organization retrospectively adopted Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The new guidance requires nonprofit entities to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. The standard also increases the disclosure requirements around contributed nonfinancial assets, including disaggregating by category the types of contributed nonfinancial assets a nonprofit entity has received. Adoption of this standard did not have a significant impact on the financial statements, with the exception of increased disclosure.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2021, from which this summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectable grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair value in the Statement of Financial Position. Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, ranging from 3 to 39 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2022 or 2021.

Net Assets:

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for investment consideration and the Manchester CAC development project.

Net Assets With Donor Restrictions

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

Revenue and Revenue Recognition

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. Special events revenue is recognized equal to the fair value of direct benefits to donors when the special event takes place. The contribution element of special event revenue is recognized immediately, unless there is a right of return if the special event does not take place.

Revenue from training and education programs is recognized when the performance obligations of providing the services are met. The performance obligation of delivering

training and education is simultaneously received and consumed by the registrants; therefore, the revenue is recognized when the program occurs. Amounts received in advance are deferred and are reported as contract liabilities until the performance obligation of providing those services are met.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP. GAAP allows recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Functional Allocation of Expenses

The costs of providing the Organization's various programs and activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. Expenses that relate solely to the functional categories are directly charged, however, there are certain expenses that are allocated. Personnel expenses, including salaries and wages, employee benefits, and payroll taxes, and certain insurances are allocated based on time and effort estimates. Occupancy, utilities, depreciation on certain assets, and certain insurance costs are allocated on a square footage basis.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a), as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts may differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insurance limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates. Investments are currently monitored by the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Board of Directors believe that its investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset or liability within the hierarchy is based upon the pricing transparency of the asset or liability and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

***New Accounting Standards to be Adopted in the Future
Leases***

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, were comprised of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 1,056,072	\$ 1,152,442
Grants receivable	349,455	334,878
Accounts receivable	2,522	-
Contributions receivable	48,000	23,289
Investments	<u>19,377</u>	<u>31,153</u>
Total financial assets	1,475,426	1,541,762
Less amounts not available to be used within one year:		
Board-designated reserves	<u>(433,246)</u>	<u>(433,246)</u>
Financial assets available to meet general expenditures over the next year	\$ <u>1,042,180</u>	\$ <u>1,108,516</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its

available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Investments

Investments, measured at fair value on a recurring basis and categorized in the fair value hierarchy as Level 1, consisted of U.S. common stocks at June 30, 2022 and 2021.

During the years ended June 30, 2022 and 2021, the Organization recognized \$(11,789) and \$15,722, respectively, of unrealized gains (losses) on investments in equity securities.

5. Property and Equipment

Property and equipment was comprised of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Land	\$ 15,500	\$ 15,500
Buildings and improvements	829,637	829,637
Leasehold improvements	53,500	62,534
Furniture and equipment	58,420	85,403
Software	<u>112,310</u>	<u>68,750</u>
Subtotal	1,069,367	1,061,824
Less accumulated depreciation	<u>(173,313)</u>	<u>(165,792)</u>
Total	<u>\$ 896,054</u>	<u>\$ 896,032</u>

Depreciation expense totaled \$56,807 and \$50,018 for the years ended June 30, 2022 and 2021, respectively.

6. Refundable Advances

The Organization receives grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenditures. Amounts received prior to incurring qualifying expenditures are reported as refundable advances. At June 30, 2022 and 2021, \$0 and \$32,017, respectively, of grant funds were reflected as refundable advances.

In April 2020 and February 2021, the Organization received loan proceeds in the amount of \$194,900 and \$194,900, respectively, under the Small Business Administration (SBA).

Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loans and accrued interest may be forgiven after twenty-four weeks providing the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries during the twenty-four week period. Any unforgiven portion of the PPP loan is payable over five years at an interest rate of 1% with deferred payments for the first ten months. The Organization used the proceeds for the purposes consistent with the PPP requirements. The Organization has applied the conditional contribution model as described in FASB ASC 958-605 to recognize PPP loan proceeds as contribution income as the PPP loan conditions were substantially met by incurring qualifying expenses and other PPP loan requirements. For the years ended June 30, 2022 and 2021, the Organization recognized \$26,743 and \$202,557, respectively, of the PPP loans as contribution income. The Organization was approved by the SBA for 100% forgiveness of both PPP loans.

7. Net Assets

Net Assets Without Donor Restrictions

Net assets without donor restrictions include board-designated net assets which may be accessed only with prior approval of the Board. Board-designated net assets at June 30, 2022 and 2021 were designated for the following purposes:

	<u>2022</u>	<u>2021</u>
Investment consideration	\$ 394,000	\$ 394,000
Manchester CAC development project	<u>39,246</u>	<u>39,246</u>
Total	<u>\$ 433,246</u>	<u>\$ 433,246</u>

Net Assets With Donor Restrictions

Net assets with donor restrictions were comprised of the following at June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Time and purpose restricted:		
Time restrictions	\$ -	\$ 20,000
Restricted for Manchester CAC move	<u>9,990</u>	<u>-</u>
Total	<u>\$ 9,990</u>	<u>\$ 20,000</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or the occurrence of the passage of time as follows for the years ended June 30, 2022 and 2021:

	2022	2021
Expiration of time restrictions	\$ 20,000	\$ 35,000
Satisfaction of purpose restrictions	<u>328,428</u>	<u>52,000</u>
Total	<u>\$ 348,428</u>	<u>\$ 87,000</u>

8. Grants

The Organization has been awarded cost-reimbursable grants of \$155,879 that have not been recognized as of June 30, 2022 because qualifying expenditures have not yet been incurred.

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

9. Commitments and Contingencies

Contingent Liability

In fiscal year 2017, the New Hampshire Community Development Finance Authority (CDFA) awarded \$325,000 in state tax credits to be used by the Organization to support the renovation and expansion of the Organization's Greater Lakes Child Advocacy Center in Laconia, New Hampshire. Under this program, the Organization received 80% or \$260,000. The CDFA requires a performance mortgage on the project property, up to the net amount of the funding. The Organization, or another nonprofit entity approved by the CDFA, must remain in ownership of the property for a period of ten years from the contract start date. Additional requirements include adequate insurance coverage and timely payment of all taxes and assessments. The CDFA performance mortgage will self-amortize over 10 years. If the Organization does not meet all requirements of the agreement, the unamortized balance will be immediately due and payable to the CDFA.

In fiscal year 2018, the New Hampshire Community Development Finance Authority (CDFA) awarded \$455,000 in Community Development Block Grant Funds (CDBG) to the County of Belknap, New Hampshire (the County), \$430,000 of which was passed through to the Organization. The grant funds were used to support the renovation and expansion

of the Organization's Greater Lakes Child Advocacy Center in Laconia, New Hampshire. The CDFA requires a mortgage deed in the amount of \$430,000 on the property that self-amortizes over 20 years. The mortgage deed, granted by the Organization to the County, requires the provision of services benefit a minimum of 76% low- and moderate-income persons, that the project be completed in accordance with the contract, and that the property remain in the ownership of the Organization, or another nonprofit entity approved by the County, for a period of at least 20 years from the contract start date. Upon default of these conditions, the County shall have the right, on behalf of the CDFA, to recover the unamortized balance expended on the project. Unless previously discharged by the County, its successors and assigns, the mortgage deed will be void and automatically terminate after 20 years.

10. Operating Leases

The Organization leases office space under the terms of non-cancellable, lease agreements that are scheduled to expire at various times through fiscal year 2026. The Organization also rents additional facilities on a month-to-month basis. Rent expense under these agreements, which is included in occupancy in the Statement of Functional Expenses, totaled \$121,045 and \$109,294 for the years ended June 30, 2022 and 2021, respectively.

Future minimum lease payments are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2023	\$ 109,941
2024	75,520
2025	45,145
2026	<u>16,777</u>
Total future minimum payments	<u>\$ 247,383</u>

11. Contributed Nonfinancial Assets

The Organization received the following contributions of nonfinancial assets for the years ended June 30, 2022 and 2021:

	Revenue Recognized		Utilization in Programs/Activities	Valuation Techniques and Inputs
	2022	2021		
Program space	\$ 38,197	\$ 36,452	Manchester child advocacy center	In valuing the contributed building, which is located in Manchester, NH, estimated the fair value is based on recent comparable rental prices in Manchester's real estate market.
Printing	6,037	--	Special events	Valued at the estimated fair value based on current rates for similar printing services.
Advertising	2,500	-	Special events	Valued at the estimated fair value based on current rates for similar advertising services.
Transportation	15,230	--	Special events	Valued at the estimated fair value based on current rates for similar transportation services.
Accommodations	7,528	-	Special events	Valued at the estimated fair value based on current rates for similar accommodations.
Services	5,000	-	Special events	Contributed professional services are valued at the estimated fair value based on current rates for similar services.
Total	\$ 74,492	\$ 36,452		

There were no associated donor restrictions with the above contributed nonfinancial assets.

12. Retirement Plan

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. All employees are eligible to participate in the plan on their first day of employment as long as they work 20 or more hours a week. The Organization does not contribute to the plan.

13. Concentration of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2022 and 2021, the State of New Hampshire accounted for 58% and 65%, respectively, of total revenues.

14. Subsequent Events

Subsequent events have been evaluated through March 20, 2023, which is the date the financial statements were available to be issued.

GRANITE STATE CHILDREN'S ALLIANCE

Schedule of Child Advocacy Center Expenses by Location
For the Year Ended June 30, 2022

	Child Advocacy Center				Total
	Keene	Laconia	Manchester	Nashua	
Personnel expense:					
Salaries and wages	\$ 145,971	\$ 195,682	\$ 164,265	\$ 171,889	\$ 677,807
Payroll taxes	11,829	15,858	13,312	13,930	54,929
Employee benefits	15,186	20,359	17,090	17,883	70,518
Contracted services:					
Other	10,101	20,440	15,577	8,474	54,592
Dues and subscriptions	3,142	4,787	767	2,767	11,463
Equipment, repairs, and maintenance	5,779	12,758	358	1,399	20,294
Grants	55,954	55,954	55,954	55,954	223,816
Insurance	1,684	4,105	2,447	1,805	10,041
Meetings	545	761	387	328	2,021
Miscellaneous	-	286	-	-	286
Occupancy	14,906	-	41,940	22,069	78,915
Office expenses	12,008	7,533	26,620	5,519	51,680
Staff development	2,931	3,507	2,922	2,768	12,128
Telephone and internet	4,550	6,246	5,111	4,737	20,644
Travel	1,079	2,297	2,598	2,154	8,128
Utilities	5,303	7,661	5,024	3,018	21,006
Total expenses before depreciation and administrative expenses	290,968	358,234	354,372	314,694	1,318,268
Depreciation	1,021	26,106	2,391	776	30,294
Administrative expenses allocation	70,123	92,301	85,678	75,762	323,864
Total Expenses	\$ 362,112	\$ 476,641	\$ 442,441	\$ 391,232	\$ 1,672,426

See Independent Auditor's Report.



GRANITE STATE CHILDREN'S ALLIANCE

Independent Auditor's Reports Pursuant
to Government Auditing Standards
and Uniform Guidance

For the Year Ended June 30, 2022

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite State Children's Alliance

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Granite State Children's Alliance (the Organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 20, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency,



or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance:

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters:

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Merrimack, New Hampshire
March 20, 2023



**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM,
REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND
REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
REQUIRED BY THE UNIFORM GUIDANCE**

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite State Children's Alliance

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Granite State Children's Alliance's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2022. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, Granite State Children's Alliance complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2, U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We

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believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibility of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.



We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of Granite State Children's Alliance as of and for the year ended June 30, 2022, and have issued our report thereon dated March 20, 2023, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as



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required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

Melanson

Merrimack, New Hampshire
March 20, 2023

GRANITE STATE CHILDREN'S ALLIANCE

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

<u>Federal Agency Cluster</u> <u>Pass through Agency</u> <u>Program Title</u>	<u>Federal AI Number</u>	<u>Pass Through Identifying Number</u>	<u>Federal Expenditures</u>	<u>Passed Through to Subrecipients</u>
U.S. Department of Housing and Urban Development				
CDBG: Entitlement Grants Cluster				
Passed Through City of Manchester, New Hampshire Community Development Block Grants/Entitlement Grants	14.218	210222	\$ 12,000	\$ -
Pass Through County of Belknap, New Hampshire COVID-19 Community Development Block Grants/Entitlement Grants	14.218	Unknown	150,000	-
Total CDBG: Entitlement Grants Cluster			<u>62,000</u>	<u>-</u>
Total Department of Housing and Urban Development			62,000	
U.S. Department of Justice				
Passed Through State of New Hampshire Department of Justice				
Crime Victim Assistance	16.575	2022VOC37	1,101,716	201,316
Crime Victim Assistance	16.575	2021VOC70	40,322	-
Total Crime Victim Assistance			<u>1,142,038</u>	<u>201,316</u>
Passed Through National Children's Alliance				
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	BEDF-NH-30C22	59,168	-
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	BEDF-NH-35P22	23,670	-
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	BEDF-NH-30C21	130,155	-
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	BEDF-NH-35P21	57,657	10,500
Passed Through Northeast Regional Children's Advocacy Center				
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	2019-CI-FX-K005	19,144	-
Total Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers			<u>189,794</u>	<u>10,500</u>
Passed Through City of Nashua, New Hampshire				
Equitable Sharing Program	16.922	Unknown	10,000	-
Total U.S. Department of Justice			<u>1,341,832</u>	<u>211,816</u>
U.S. Department of Treasury				
Passed Through County of Cheshire, New Hampshire				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Unknown	20,000	-
Total U.S. Department of Treasury			<u>20,000</u>	<u>-</u>
U.S. Department of Health and Human Services				
Passed Through State of New Hampshire Department of Justice				
Children's Justice Grants to States	93.643	2020CJA01	12,619	-
Children's Justice Grants to States	93.643	2021CJA01	22,500	-
Total Children's Justice Grants to States			<u>35,119</u>	<u>-</u>
Total U.S. Department of Health and Human Services			<u>35,119</u>	<u>-</u>
Total Expenditures of Federal Awards			\$ 1,458,951	\$ 211,816

The accompanying notes are an integral part of this schedule.

GRANITE STATE CHILDREN'S ALLIANCE

Notes to Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2022

Note 1. Summary of Significant Accounting Policies

- The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Granite State Children's Alliance (the Organization) under programs of the federal government for the year ended June 30, 2022. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.
- Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 2. De Minimis Cost Rate

The Organization has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Note 3. Donated Personal Protective Equipment (PPE) (Unaudited)

During fiscal year 2022, the Organization did not receive donated PPE from federal sources.

GRANITE STATE CHILDREN'S ALLIANCE

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

• Material weakness(es) identified?

___ yes no

• Significant deficiency(ies) identified?

___ yes none reported

Noncompliance material to financial statements noted?

___ yes no

Federal Awards

Internal control over major federal programs:

• Material weakness(es) identified?

___ yes no

• Significant deficiency(ies) identified?

___ yes none reported

Type of auditor's report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

___ yes no

Identification of major federal programs:

AL Number(s)
16.575

Name of Federal Program or Cluster
Crime Victim Assistance

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

yes ___ no

SECTION II - FINANCIAL STATEMENT FINDINGS

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

There were no findings in the prior year.



Granite State Children's Alliance

New Hampshire's Network of Child Advocacy Centers

Board of Directors - Fiscal Year 2023

Revised 1/2023
(18 Board Members)
(10 Quorum)

Executive Committee

Attorney Nick E. Abramson (joined 9/2017)
Chairman of the Board
Abramson, Brown & Dugan, PA

Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Dan Bennett (joined 12/2020)
Vice Chairman
NH Automobile Dealers Association

Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Dr. Adrian Thomas, MD (joined 2014)
Immediate Past Chairman
New Hampshire NeuroSpine Institute

Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Jarad Vartanian (joined 9/2018)
Treasurer
Vachon Clukay and Company

Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Captain Patrick Hannon (joined 9/2020)
Secretary
Nashua Police Department

Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Members

Cathy Britts (joined 2012)
The CAC of Grafton/Sullivan County at DHMC
Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Kelly Cohen (joined 1/2021)
Cohen Closing & Title
Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Andy Crews (joined 2013)
Crews Holdings, LLC
Home: [REDACTED]
Phone: [REDACTED]

Dr. Matthew Dayno (joined 5/2020)
Elliot Health System
Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Debra Wells Ford (joined 2/2023)
Jackson Lewis PC, Portsmouth Office - Managing Partner
Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Lieutenant Nick Georgoulis (joined 10/2022)
Manchester Police Department
Home: [REDACTED]
Work: [REDACTED] Cell: [REDACTED]

Captian Matthew Larochele (joined 11/2018)
Manchester Police Department
Home: [REDACTED]
Work: [REDACTED] Home: [REDACTED]

Members cont.

Attorney Chris McLaughlin (joined 7/2020)

Cheshire County Attorney's Office

Home: [REDACTED]

Work: [REDACTED] Cell: [REDACTED]

Teresa Rhodes Rosenberger (joined 2017)

Bernstein Shur

Work: [REDACTED]

Home: [REDACTED]

Brad Russ (joined 2012)

Internet Crimes Against Children

Home: [REDACTED]

Work: [REDACTED] Cell: [REDACTED]

Scott Spradling (joined 3/2022)

Spradling Group

Work: [REDACTED]

Attorney Kristin Vartanian (joined 12/2020)

Rockingham County Attorney's Office

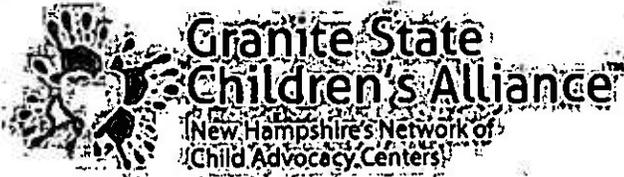
Home: [REDACTED]

Work: [REDACTED] Cell: [REDACTED]

Judah Weathers M.D. (joined 4/2023)

Elliot Hospital, Elliot Behavioral Health

Work: [REDACTED]



Key Personnel
FY2024

Key Personnel responsible for meeting the terms and conditions of the VOCA agreement:

Name	Title	Annual Salary
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Joy Barrett	Chief Executive Officer	\$135,200.00
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The CEO of the Granite State Children's Alliance is responsible for the operations and administration of the Hillsborough County Child Advocacy Centers (Nashua and Manchester), the Monadnock Region Child Advocacy Center (Keene) and the Greater Lakes Child Advocacy Center. This position is also responsible for the operation of the NH Chapter which represents the network for Child Advocacy Centers in NH.

Nicole Ledoux	Victim Services Quality Assurance Director	\$89,116.00
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The Victim Service Quality Assurance Director position will work with all Child Advocacy Centers and MDT from around New Hampshire to assess gaps in victim service and practice regionally, plan with local teams to make improvements, and guide and support the implementation of recommendations with the CAC/MDT. Guiding our CAC/MDT improvement efforts with priority on the victim's needs ensures that our CACs in NH are providing a high quality, victim centered, trauma informed forensic interviewing services. Additionally, that the services serve the complex needs of victims of sexual and physical abuse in a way that helps victims heal, survive and thrive.

Meghan Noyes	Director of Program Services	\$72,500.00
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The Director of Program Services of the Granite State Children's Alliance is responsible for the day to day service delivery of the Hillsborough County Child Advocacy Centers (Nashua and Manchester), the Monadnock Region Child Advocacy Center (Keene) and the Greater Lakes Child Advocacy Center. Among other responsibilities, this position includes oversight and supervisor of the Forensic Interviewer and Family Support Specialist positions in those four Child Advocacy Centers.

Joy Barrett

COMMUNITY/CIVIC ACTIVITY

NH State Youth Council

- Appointed member 2012 - present

Nashua Education Foundation

- Board of Directors 2010 - present

Hunt Memorial Building

- Board Chair 2012 - present
- Board Trustee 2006 - present

CBM Cares

- Board of Directors 2010 - present

Big Brothers Big Sisters

- Big Sister 2009 - present

Great American Downtown, Nashua

- Board of Directors - President 2005 - 2006
- Founding Member 2003

Greater Nashua Asset Building Coalition - 2004-2006

NH EITC Alliance, Concord NH

- Coalition Member 2005 - 2006

Nashua North Cal Ripken

- Baseball Coach 2003 - 2006

City Arts Nashua

- Organization Committee 2005

Destination Downtown, Nashua

- Winter Holiday Stroll Chairperson 2001-2003
- Fundraising Committee

AWARDS/HONORS

- Finalist - A Pitch for Innovation 2013 New Hampshire Charitable Foundation
- Twenty Five Extraordinary Women in Greater Nashua - 2013
- Twenty Outstanding Women in New Hampshire - 2013
- Great American Downtown Downtown Champion Award - 2006
- Greater Nashua Chamber of Commerce Excellence Award Volunteer of the Year - 2003

PROFESSIONAL EXPERIENCE

Granite State Children's Alliance

July 2014 to present

Nashua, New Hampshire

Executive Director

Provides leadership, direction and oversight to the planning, development, and management of the Granite State Children's Alliance (GSCA), which operates four Child Advocacy Centers in Hillsborough, Belknap and Cheshire counties. Additionally this position supports the needs of all member Children's Advocacy Centers throughout New Hampshire as Chapter Director. Responsibilities include:

- **Business Planning and Management:** Develops and drives the organization's strategic plan with GSCA Board of Directors and agency staff; manages daily program operations of five CAC locations; provides human resource support for the organization to attract, develop, and leverage staff talent; creates an environment where staff is engaged and performing at high levels.
- **Financial Management:** Develops operational plans and budgets to maximize the financial strength of the GSCA organization while maintaining the integrity of providing exceptional quality service to all constituencies including MDT partners.
- **Resource Development:** Pro-actively develops strong long-term relationships with large scale individual, foundation and corporate donors/funders for increased charitable giving to the GSCA organization; maintains donor relationships and engages new prospects to ensure agency fund development strategies are achieved; assists in the coordinates signature fundraising events and campaigns to attract and introduce individual donors to the GSCA organization and mission; prepares and submits grant proposals to foundations, civic groups, United Way organizations, municipalities and state/federal government agencies.
- **Board Development:** Participates in cultivating a strong statewide Board of Directors motivated to lead and contribute to the fund development success of the organization; engages board members in outreach of new donors and in the stewardship of existing investors; plans and organizes agency board meetings in partnership with Board Chair.
- **Advocacy:** Provides leadership for statewide advocacy representing the interests of all Child Advocacy Centers in NH; coordinates and oversees all public policy activities, promotes CACs to legislators to acquire and sustain state funding; network and collaborate with statewide and national organizations for the advancement of the CAC mission in NH.
- **Ambassador and Spokesperson:** Represents GSCA at external partnership events and with the media; positively influences partners, the media, and public policies to generate donors, volunteers, and other supporters and resources into the GSCA organization to best serve children and families.

Joy Barrett

Big Brothers Big Sisters of Greater Nashua & Greater Salem
January 2007 to June 2014
Nashua, New Hampshire
Chief Executive Officer

Provided leadership in the development and achievement of Big Brothers Big Sisters' strategic goals for the fulfillment of the mission to help children facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever. Responsibilities included:

- **Strategic Planning:** Developed the organization's strategic plan with BBBS Board of Directors and agency staff; managed daily program operations using performance metrics and quality indicators to guide operational decision-making.
- **Financial Management:** Developed operational plans and budgets; provided oversight for BBBS' invested assets including an endowment account and worked with financial advisors and accountants to ensure transparency and sound financial practices are in place.
- **Resource Development:** Cultivated strong relationships with large scale, individual, foundation and corporate donors/funders; maintained donor relationships and engaged new prospects to ensure agency fund development strategies were achieved.
- **Program Impact:** Ensured that comprehensive marketing strategies were developed to attract, engage, and mobilize significant numbers of volunteer mentors into the BBBS organization; ensured programmatic excellence and maximum program impact was achieved by establishing operational benchmarks, setting timelines, and making child safety the number one priority.

Southern New Hampshire Services, Inc., April 2004 to December 2007
Economic Opportunity Center
Nashua, New Hampshire
Program Coordinator

Provided development, coordination, and collaboration for the various programs of the Economic Opportunity Center (EOC). The EOC was developed to assist Nashua area residents with greater economic opportunities thereby helping them to achieve self-sufficiency, financial independence, and an enhanced quality of life.

EDUCATION & CERTIFICATIONS

- Northeastern University, 1984-1987
Business Administration Degree Program
- Marlst College, 1987-1989
Bachelor of Science/Business Administration
Major: Marketing
- Boston University
Adjunct Faculty Member
- State of New Hampshire, Approved WIA (Workforce Investment Act) training provider, July 2003

COMPUTER/APPLICATION EXPERIENCE

- Advanced levels of Microsoft Word, Excel, PowerPoint, Publisher, Access, and Outlook.

Nicole C. Ledoux



Experience

September 2018-Present Granite State Children's Alliance
Victim Service Quality Assurance Director

- Ensure quality victim service delivery which meets National Children's Alliance Standards is being delivered to children and families served at Child Advocacy Centers.
- Assess and address gaps in service for children and families served at Child Advocacy Centers.
- Assess and address gaps in referral services (ie; mental health and medical) for children victims served at Child Advocacy Centers.
- Ensure quality data collection and utilize data to determine victim service personnel needs at Child Advocacy Centers.

2015-2018 Manchester NH Police Department
Detective Lieutenant

- Supervise investigations in the Juvenile and Domestic and Sexual Violence Units.
- Supervise two Detective Sergeants, twenty detectives and 5 civilian personnel.
- Oversee investigations involving but not limited to: child homicides, juvenile and adult sexual assaults, felony level assaults, child sexual abuse images, investigations involving child victims, juvenile perpetrators, domestic violence, human trafficking and child abuse.
- Maintain relationships with outside agencies that MPD collaborated with including: YWCA, Child Advocacy Centers, DHHS (DCYF), Manchester School District, Greater Manchester Mental Health, CASA, Hillsborough County Attorney's Office, Office of the Attorney General, et al.
- Supervise the MPD Adverse Childhood Experience Response Team program.

2013-2018 Manchester NH Police Department
Detective Sergeant

- First Line supervision of the detectives assigned to the Juvenile Investigative Unit.
- Supervise the Child Abuse and Sexual Exploitation Unit detectives, MPD Internet Crimes against Children Task Force detectives, juvenile delinquency detectives and school resource officers.
- Represent the MPD on the multi-disciplinary team involved in the investigation of physical abuse, sexual abuse and neglect of children.

1996-2013 Manchester NH Police Department
Patrolman/Detective

- Patrol Officer/K-9 Handler
- Community Police Officer
- School Resource Officer
- Detective-Child Abuse and Sexual Exploitation Unit (CHASE)-responsible to work as part of a multi-disciplinary team in the investigations of child homicides, child physical abuse, sexual abuse and neglect investigations.

Education

- 2019-present Southern New Hampshire University
- Enrolled in Masters of Science-Criminal Justice Graduate Program
1992-1994 University of Massachusetts at Lowell
- Bachelor of Science-Criminal Justice
1990-1992 Middlesex Community College
- Associate of Science-Criminal Justice

Boards/Affiliations

- Manchester Police Department Critical Incident Management Team-2012-Present
- Executive Board Granite State Children's Alliance-2013-2018
- Advisory Board, Elliot Hospital Pediatrics-2014-2017
- Attorney General's Task Force on Child Abuse and Neglect-2015-Present
- Executive Board Manchester Police Athletic League-2017-Present

Awards/Recognitions

- MPD Meritorious Service Medal-2007
- YWCA Hero for Justice Award-2010
- GSCA Every Day Hero Award-Hillsborough County-2012
- Queen City Rotary Officer of the Year-2015
- YWCA Susan B. Anthony Award-2016
- Homeland Security Investigations Outstanding Outreach Award-2016
- FBI Certificate of Recognition for Upham/Morrison Child Sexual Abuse Investigation-2016
- MPD Life Saving Medal-2017
- Early Learning NH Early Learning Champion Award-2018

MEGHAN E. NOYES



PERSONAL ATTRIBUTES/CAPABILITIES

Strong communication skills-Honest-Dependable
Enthusiastic-Dedicated-Accountable-Patient
Empathetic-Flexible-Multi-Tasking

- Very hard working and eager to be involved in victim services.
- Inspired to excel and able to perform best with others
- Proven excellence in verbal communication skills with past and present jobs
- Able to handle high-intensity situations, with quick physical and mental responses.
- Motivated to obtain personal goals and assist others in reaching theirs

EDUCATION

Bachelor of Arts Degree in Criminal Justice, Plymouth State University, May 2006

3.7 GPA on 4.0 basis

Associates Degree in Criminal Justice, McIntosh College, Dover NH, May 2004

3.87 GPA on 4.0 basis

Certified Part-time NH Police Officer, December 2008.

Nationally Trained Forensic Interviewer, January 2007.

Conducted over 1000 interviews of child abuse victims as of 12/31/2012.

CPR/First Aid Certified, May 2012

AWARDS

- City of Laconia, Debra Bieniarz Outstanding Service to Youth Award, 2010.
- Academic Award, 254th NH Part-time Police Academy, December 2008.
- Excellence in Criminal Justice Award, McIntosh College, May 2004

CIVIC AFFILIATIONS

Family Violence and Prevention Council, Belknap County, 2010-Present
Committee Chair-Granite State Children's Alliance, NH, 2011-Present

MEGHAN NOYES

Page 2

RELATED EXPERIENCE

Program Director, Greater Lakes Child Advocacy Center January 2007-Present
Laconia, NH

- Daily procedures include conducting forensic interviews of child abuse victims, providing training to Multi-Disciplinary Team members in the areas of child abuse/interviewing, grant writing and providing outreach/trainings and support to the community.

Patrol Officer, Part-time, Plymouth State University Police August 2008-Present

- Daily procedures include responding to emergency and non-emergency calls, issuing parking violations, participating in University Police trainings and participating in University events/trainings.

Community Service Officer, Laconia Police Department May 2006-January 2007
Laconia, NH

- Daily procedures include responding to non-emergency calls, issuing parking violations, and attending community events

Intern Patrol Officer, Laconia Police Department January 2006-May 2006
Laconia, NH

- Direct involvement in daily patrol procedures; arresting and booking offenders, writing and issuing summons, serving subpoenas, using AFIS system, responding to service calls, attending court hearings, and participating in on-site training classes.

REFERENCES- Available upon request.



Granite State Children's Alliance

POSITION TITLE: *Chief Executive Officer*

JOB SUMMARY:

Provide management and leadership to the planning, development, and management of the Granite State Children's Alliance ("GSCA") and staff, which supports the needs of its member Children's Advocacy Centers ("CAC's") throughout New Hampshire as well as four CAC's it directly operates in Hillsborough, Belknap and Cheshire counties. The Chief Executive Officer will lead GSCA activities, promote the concept of CAC's, and develop public awareness at a state level. The Chief Executive Officer will assist member CAC's by coordinating technical training, marketing and brand initiatives and development of public policy and advocacy strategies. The Chief Executive Officer will be responsible for executing a fundraising strategy to provide the organization with the resources necessary support its mission.

The Chief Executive Officer reports to the Granite State Children's Alliance (GSCA) Board of Directors ("Board"). Working in conjunction with the Board and its priorities and objectives, the Chief Executive Officer will:

DUTIES AND RESPONSIBILITIES:

- Build relationships with and develop a thorough understanding of the status of all CACs in the state. Serve as a central clearinghouse for information about centers in New Hampshire.
- Coordinate strategic plan development and implementation for the GSCA.
- Ensure smooth operation of the GSCA programs including financial performance, budget preparation, staffing, marketing, program development, policy formulation and compliance with all pertinent government regulations and standards.
- Develop and oversee fundraising activities, campaigns and strategies.
- Ensures implementation of policies adopted by the Board.
- Has chief administrative responsibility for public accountability of the agency
- Implementation and monitoring of all grants including those funds sub granted to member CACs
- Hires, evaluates and terminates GSCA staff in the performance of their duties.
- Provides overall leadership, supervises and directs staff towards the successful performance of the agency.
- Coordinate and oversee all public policy activities, especially promoting CAC's to legislators to acquire and sustain state funding.
- Network/collaborate with statewide and national organizations dedicated to child safety issues.
- Provide ongoing support to member CAC's including their multi-disciplinary teams and Boards. Activities are not limited to, but can include, the following: site reviews, compliance checks, meeting accreditation standards, facilitating training, and other forms of support and advocacy to meet their needs.
- Design overall program strategies to meet the training and technical assistance needs of CAC's in New Hampshire based on input and direction of the Board.
- Assist member centers to prepare for and implement NCA accreditation or reaccreditation.

- Help create a strong sense of unity and cohesiveness among member CAC's and MDT's in New Hampshire.
- Design and direct the implementation of a statewide public relations campaign including outreach and education to other state organizations and partnership agencies regarding the mission and value of CAC's.
- Organize, schedule and attend all Chapter meetings/calls. Create agenda for Chapter meetings. Distribute minutes of each meeting.
- Act as Chapter membership representative at local, state, regional, and national meetings, as appropriate.
- Generate regular reports for the GSCA Board of Directors on financial and program performance of all CACs in the state.
- Other responsibilities as designated by the GSCA Board of Directors.

REQUIREMENTS:

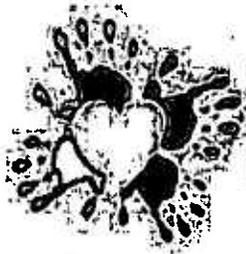
- Bachelor's degree with 5+ years in non-profit and organizational management experience or experience in systems of child abuse investigation, prosecution, and treatment
- Engaging and energetic personality traits with a demonstrated passion for children's issues.
- High degree of commitment, strong organizational skills, consistent follow-through, self-motivation, and the ability to lead member agencies and professionals towards a common goal.
- Familiarity with CAC's, and their programs and services.
- Experience developing and leading volunteer organizations
- Prior experience developing a diverse range of fundraising opportunities including events, grants and the securing of public funds
- Demonstrated writing and communication skills
- Knowledge of the legislative process and advocacy strategies.
- Strong skills in public relations, negotiations and budgeting are a must with the ability to work independently with flexible hours
- A valid driver's license and the willingness to travel
- Must pass the equivalent of a federal background screening

SUPERVISION:

- The Chief Executive Officer will be supervised by the Executive Committee of the Board.
- The Board will be responsible for annual evaluation of the Chief Executive Officer and measurement against stated duties.

PROFESSIONAL SKILLS:

- Excellent interpersonal skills and ability to work effectively with different constituencies
- Excellent writing and verbal communication skills and a collaborative management approach
- Strong organizational leadership skills and ability to manage multiple projects simultaneously
- Self-starter with ability to work independently as well as in a team
- Ability to communicate passionately a commitment to the CAC movement
- Cross cultural competence and sensitivity
- Computer and up-to-date technology skills



Granite State Children's Alliance™

OUR MISSION: Our mission is to provide all victims of child abuse in New Hampshire a neutral environment where justice, healing, equity and prevention are fostered through the consistent, high quality and sustaining collaboration of community partners.

OUR STAFF: The Granite State Children's Alliance is committed to creating a supportive work environment. We are looking for a talented individual to join our team. Applicants must be committed to the mission of Child Advocacy Centers and making a difference for children and families.

POSITION TITLE: Victim Service Quality Assurance Director - Full-time

LOCATION: Statewide - Office located within the GSCA Chapter office, Bedford

REPORTS TO: Chief Executive Officer of GSCA

The Victim Service Quality Assurance Director position will be employed by GSCA and work with all Child Advocacy Centers and MDT from around New Hampshire to assess gaps in service and practice regionally, plan with local teams to make improvements, and guide and support the implementation of recommendations with the CAC/MDT.

Guiding our CAC/MDT improvement efforts with priority on the victim's needs ensures that our CACs in NH are providing a high quality, victim centered, trauma informed forensic interviewing services. Additionally, that the services serve the complex needs of victims of sexual and physical abuse in a way that helps victims heal, survive and thrive.

DUTIES AND RESPONSIBILITIES

- Maintaining the quality of the Child Advocacy Center model in NH using NCA Standards as a minimum benchmark
- Strengthening and developing relationships with key stakeholders both locally and statewide
- Conducting regional CAC/MDT needs assessments regarding access, process and supports for child victims of abuse and non-offending caregivers to identify gaps in service
- Based upon assessment results, collaboratively developing and implementing a tailored victim service improvement action plan for the CAC/MDT in each county
- Evaluating common victim service needs that exist in the CACs throughout the state and working on both a statewide and local level to help the CACs connect with service providers and/or securing funding to fill any existing gaps in service
- Providing advocacy for child victims by being a part of the ongoing ever evolving conversation regarding the protection of children and child victims and educating others about the Child Advocacy Center model and what CAC's can do as a part of the child protection system
- Measuring and analyzing results to determine the effectiveness of the development, facilitation, and implementation of appropriate victim service improvement recommendations within the CAC/MDT model

- Identifying victim populations who may need the services of a Child Advocacy Center but whose needs are not currently being met
- Monitoring and providing education regarding changes in the NH Attorney General's Protocols and NCA National CAC Accreditation Standards with respect to the multi-disciplinary team's use of Child Advocacy Centers and applying best practice
- Other duties as assigned

POSITION REQUIREMENTS

- Bachelors Degree with at least 10 years of relevant experience in law enforcement, prosecution, victim services/advocacy or within other MDT partner agencies
- Knowledge and experience with CACs and the dynamics of child sexual abuse
- Experience providing supports to families and children in crisis
- Must have strong leadership, team building and negotiation skills, ability and willingness to assist and lead teams
- Excellent verbal and written communication skills
- Ability to establish effective working relationships with other CAC/MDT members along with working independently
- Engaging, energetic with strong organizational skills, consistent follow through and self motivation
- Superior time management skills, capability to train others and multi-task
- Must have ability to make sound independent fact-based decisions, be flexible and able to work with little supervision
- Attention to details and accuracy is a must, as well as willingness to learn and apply new methods for innovative solutions to drive improvement
- Ability to work with a diverse structure of member agencies, communities and professionals
- Strong leadership skills, a solid work ethic and compassionate attitude
- Must be able to travel at least 25% of the time

Granite State Children's Alliance is an equal opportunity employer.

In accordance with the Americans with Disabilities Act, the above is intended to summarize the essential functions of and requirements for the performance of this job. It is not meant to be an exhaustive list of miscellaneous duties and responsibilities that may be requested in the performance of this job.

Applicant will be required to pass a NH Criminal Record background and NH Child Offender Registry check.

Please mail, fax or email resume and cover letter to:





Director of Program Services Job Description

REPORTS TO: Chief Executive Officer

NATURE AND SCOPE:

The Director of Program Services oversees the coordination and administration of forensic interviewing, family advocacy and case management services in all GSCA CAC programs (Hillsborough CAC, Monadnock Region CAC and Greater Lakes CAC). Provides oversight for the scheduling of interviews and ensures adequate staffing of the center(s). Responsible for peer review and ensuring forensic interview specialists are utilizing interview protocol and incorporating best practices from the field. Shall provide support services to children and family members; assist participants in the Center's multidisciplinary team; assist in the coordination of multi-agency case review; conduct forensic interviews when applicable and provide community education, outreach and prevention of child maltreatment.

ESSENTIAL FUNCTIONS:

- Provide direct supervision to program coordinators ensuring quality services are provided to participating agencies including child protection, law enforcement, prosecutors, medical and mental health personnel.
- Organize and facilitate an agency-wide peer review process. Provide constructive feedback to forensic interview specialists.
- Ensure that program activities operate within the policies and procedures of the organization. Develop protocols, policies and procedures for new programs or initiatives.
- Familiarize self with trends in the field, best practice and current research through attendance at training events, reading literature and participating in on-line blogs or list serves.
- Consistently demonstrates professional behaviors and leadership skills that are in support of the vision, mission, and philosophy of the Granite State Children's Alliance at both the organizational and community level.
- Works with the chief executive officer to research the need for new initiatives or programs. Develop and implement new initiatives or programs, utilizing best practices, with support from executive director, program staff and collaborating partners.
- Communicates effectively and functions in a collaborative manner within all levels of the organization, with participating agencies and within the community.
- Performs such other duties as assigned by the chief executive officer.

- Participate in community collaboratives for agency recognition and resource development.
- Maintains a positive relationship with Multidisciplinary team members so as to ensure program success. Offers training to Multidisciplinary team members as needed.
- Assists in the gathering and reporting of program data, quality assurance, and outcome evaluation as assigned.
- Facilitates Pre and Post-Interview meetings with MDT members and families on an as needed basis.
- Conducts Forensic Interviews of children on an as needed basis.

MINIMUM KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Bachelor's degree in social work, criminal justice, psychology or related field.
- Three years previous experience in a child advocacy center setting.
- Strong communication and interpersonal skills so as to maintain strong, positive relationships with individuals of diverse backgrounds, cultures and experiences.
- Demonstrated ability to give and receive feedback from peers and team members.
- Demonstrated writing skills to develop internal written communication such as policies and procedures and external educational or informational materials.
- Advanced knowledge of the child forensic interview, including but not limited to, a working knowledge of dynamics of child sexual abuse, working knowledge of law enforcement, ability to engage children of all ages in an interview-type setting, protocol required for a valid interview defensible in court.
- Strong relationships with community members especially members of the multidisciplinary team.
- Demonstrated strong and creative problem solving skills.
- Strong organizational skills.

In accordance with the Americans With Disabilities Act, the above is intended to summarize the essential functions of and requirements for the performance of this job. It is not meant to be an exhaustive list of miscellaneous duties and responsibilities that may be requested in the performance of this job.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name The Front Door Agency, Inc.		1.4. Grantee Address 7 Concord Street, Nashua, NH 03064	
1.5. Grantee Phone # (603) 886-2866	1.6. Account Number 02-20-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$155,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Maryse H. Chabot</i>		1.12. Name & Title of Grantee Signor 1 Maryse H. Chabot, CEO	
Grantee Signature 2 <i>Rebecca Gagne</i>		Name & Title of Grantee Signor 2 Rebecca Gagne, Director of Housing Services	
Grantee Signature 3 <i>Nicole Ennis</i>		Name & Title of Grantee Signor 3 Nicole Ennis, Chief Dev. Officer	
1.13. State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Jill Perlow</i>		Assistant Attorney General, On: / / 5/15/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

The Front Door Agency, Inc. as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.
2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance

EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for shelter and victim services provided by the subrecipient for victim of domestic violence. This includes expenses incurred by the subrecipient including but not limited to expenses for travel, supplies, mental health services, a subgrant to the Boys and Girls Club of Greater Nashua, personnel and benefits.
2. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID- 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
3. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
4. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$155,000.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.
Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

The Front Door Agency Inc July 1, 2023 – June 30, 2024
Subrecipient Name Period Covered by this Certification

Marlyse Wilcox CEO
Name and Title of Authorized Subrecipient Representative

[Signature] 4/12/23
Subrecipient Representative Signature Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Signature] CEO
Subrecipient Representative Signature Subrecipient's Representative Title

Maryse W. Gibal 4/12/23
Subrecipient Name Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

John White CEO
Subrecipient Representative Signature Subrecipient's Representative Title

Maryse W. (Baird) 4/12/23
Subrecipient Name Date

EXHIBIT H

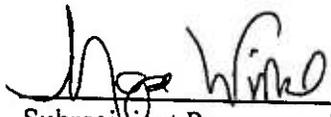
**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

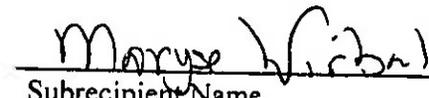
The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.



Subrecipient Representative Signature

CEO

Subrecipient's Representative Title



Subrecipient Name

4/12/23

Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

[Signature] CEO
Subrecipient Representative Signature Subrecipient's Representative Title

Maryse Whelan 4/12/23
Subrecipient Name Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature] CEO
Subrecipient Representative Signature Subrecipient's Representative Title

Marye Wilson 5/12/23
Subrecipient Name Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: J8WJNLXWCQF3

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Maryse Wirbal, CEO [responsible official], certify that the Subrecipient has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/fag_eeop.htm on April 14, 2023 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Sheri Gonzales and Corinne Kraljic [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: May 13, 2022 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Maryse Wilson
Subrecipient Representative Signature

CEO
Title of Subrecipient Representative

Maryse Wilson
Signature

4/12/23
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE FRONT DOOR AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 06, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 108359

Certificate Number: 0006194346



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Carol Connor, hereby certify that I am duly elected Clerk/Secretary of
(Name)

The Front Door Agency, Inc., I hereby certify the following is a true
copy of a (Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April
(Month)

12, 2023 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Maryse Wirbal (may list more than one person) is duly
authorized to (Name and Title)

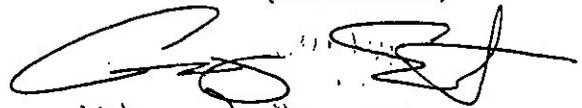
enter into contracts or agreements on behalf of The Front Door Agency, Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

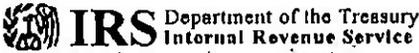
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of
New Hampshire will rely on this certificate as evidence that the person(s)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

DATED: 4/12/23

ATTEST: Carol Connor, Secretary BOD
(Name and Title)

 4/12/2023
Notary Public, N.H.

My Commission expires July 12, 2023



Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552417
May 14, 2012 LTR 4168C 0
02-0405852 000000 00

00036030
BODC: TE

THE FRONT DOOR AGENCY INC
7 CONCORD ST
NASHUA NH 03064-2328



052297

Employer Identification Number: 02-0405852
Person to Contact: Dee Anna Jarmon
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 27, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1993.

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

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

THE FRONT DOOR AGENCY, INC.
FINANCIAL STATEMENTS
JUNE 30, 2022
AND
INDEPENDENT AUDITORS' REPORT



265 Washington Street, Keene, NH 03431

Phone: 603-352-4500

Fax: 603-352-8558

www.osterwheeler.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Front Door Agency, Inc.:

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of The Front Door Agency, Inc. (a not-for-profit New Hampshire organization) which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Front Door Agency, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Front Door Agency, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Front Door Agency, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Front Door Agency, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

The financial statements of The Front Door Agency, Inc. for the fiscal year ended June 30, 2021, were audited by another auditor, who expressed an unmodified opinion on those statements on October 28, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended October 28, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Oster & Wheeler, P.C.

Keene, New Hampshire
October 20, 2022

boster@osterwheeler.com

cwheeler@osterwheeler.com

blabarre@osterwheeler.com

THE FRONT DOOR AGENCY, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2021)

<u>ASSETS</u>	<u>2022</u>	<u>2021</u>
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,388,077	\$ 1,368,524
Contributions receivable, net	19,022	57,454
Grants receivable	88,277	127,975
Prepaid expenses	233	537
Other current assets	<u>-</u>	<u>600</u>
Total current assets	<u>1,495,609</u>	<u>1,555,090</u>
PROPERTY AND EQUIPMENT, net:	<u>2,503,780</u>	<u>2,538,407</u>
OTHER ASSETS:		
Investments	1,407,203	1,566,618
Revolving loan and securities receivable, net	138,319	163,685
Noncurrent portion of contributions receivable	<u>-</u>	<u>18,650</u>
Total other assets	<u>1,545,522</u>	<u>1,748,953</u>
Total assets	<u>\$ 5,544,911</u>	<u>\$ 5,842,450</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 29,083	\$ 87,186
Accrued payroll and related liabilities	6,066	8,430
Current portion of long-term debt	5,706	6,207
Security deposits	15,733	15,238
Other current liabilities	<u>10,000</u>	<u>-</u>
Total current liabilities	<u>66,588</u>	<u>117,061</u>
LONG-TERM LIABILITIES:		
Long-term debt, net of current portion	564,577	774,957
Revolving loan and securities payable	<u>175,582</u>	<u>208,316</u>
Total long-term liabilities	<u>740,159</u>	<u>983,273</u>
Total liabilities	<u>806,747</u>	<u>1,100,334</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	3,528,302	3,268,607
Board designated	468,780	647,600
With donor restrictions:		
Temporary donor restrictions	225,209	355,814
Permanent donor restrictions	<u>515,873</u>	<u>470,095</u>
Total net assets	<u>4,738,164</u>	<u>4,742,116</u>
Total liabilities and net assets	<u>\$ 5,544,911</u>	<u>\$ 5,842,450</u>

THE FRONT DOOR AGENCY, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	2022			2021
	Without Donor Restrictions	With Donor Restrictions	Totals	Totals
SUPPORT, REVENUE, AND OTHER				
Support:				
Contributions	\$ 338,454	\$ 166,424	\$ 504,878	\$ 603,210
Grant income	935,753	-	935,753	2,090,030
COVID relief	-	-	-	141,102
Debt forgiveness	82,167	-	82,167	84,991
In-kind donations	168,875	-	168,875	122,333
Special events, net	160,603	-	160,603	29,542
Revenue:				
Rental income	166,333	-	166,333	155,229
Other:				
Investment income, net	(245,690)	(6,905)	(252,595)	310,050
Interest income	724	-	724	1,701
Other revenue	<u>13,003</u>	<u>-</u>	<u>13,003</u>	<u>2,819</u>
Support, revenue, and other before reclassifications	1,620,222	159,519	1,779,741	3,541,007
Net assets released from restrictions:	<u>244,346</u>	<u>(244,346)</u>	<u>-</u>	<u>-</u>
Total support, revenue, and other	<u>1,864,568</u>	<u>(84,827)</u>	<u>1,779,741</u>	<u>3,541,007</u>
OPERATING EXPENSES				
Program services:				
Transformational housing	702,993	-	702,993	638,659
Housing stability	573,768	-	573,768	682,397
Other programs	<u>150,089</u>	<u>-</u>	<u>150,089</u>	<u>56,420</u>
Total program services	1,426,850	-	1,426,850	1,377,476
Supporting services:				
Management and general	145,702	-	145,702	122,145
Fundraising and development	<u>211,141</u>	<u>-</u>	<u>211,141</u>	<u>218,231</u>
Total support services	<u>356,843</u>	<u>-</u>	<u>356,843</u>	<u>340,376</u>
Total operating expenses	<u>1,783,693</u>	<u>-</u>	<u>1,783,693</u>	<u>1,717,852</u>
CHANGE IN NET ASSETS	80,875	(84,827)	(3,952)	1,823,155
NET ASSETS, beginning of year	<u>3,916,207</u>	<u>825,909</u>	<u>4,742,116</u>	<u>2,918,961</u>
NET ASSETS, end of year	\$ <u>3,997,082</u>	\$ <u>741,082</u>	\$ <u>4,738,164</u>	\$ <u>4,742,116</u>

THE FRONT DOOR AGENCY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Program Services			Supporting Services		Totals		
	Transformational Housing	Housing Stability	Other Programs	Total	Management and General	Fundraising and Development	2022	2021
	\$ 294,120	\$ 204,090	\$ 38,533	\$ 536,743	\$ 49,498	\$ 136,377	\$ 722,618	\$ 640,916
	28,539	18,700	4,445	51,684	10,329	26,407	88,420	81,738
	23,477	16,090	2,943	42,510	4,490	10,201	57,201	49,276
	-	-	11,679	11,679	-	-	11,679	12,718
expenses	-	-	90,800	90,800	-	-	90,800	1,873
	5,736	128,726	-	134,462	-	-	134,462	355,016
	-	37,405	-	37,405	-	-	37,405	13,139
	3,990	19,174	-	23,164	-	-	23,164	28,130
en	68,769	-	-	68,769	-	-	68,769	47,686
s	10,000	-	-	10,000	-	-	10,000	9,000
ilies	2,024	-	-	2,024	-	-	2,024	-
childcare	6,310	11,943	-	18,253	-	-	18,253	19,414
	3,500	3,500	-	7,000	3,575	3,500	14,075	15,575
	8,688	6,818	-	15,506	13,074	6,767	35,347	10,347
	814	771	21	1,606	639	3,598	5,843	9,315
	-	9,008	-	9,008	-	250	9,258	17,602
	85,439	40,651	-	126,090	35,529	-	161,619	101,899
	750	-	-	750	2,412	74,913	78,075	120,460
	6,164	4,497	-	10,661	3,968	7,179	21,808	23,576
	14,930	6,890	-	21,820	2,336	-	24,156	22,018
	24,495	9,537	-	34,032	-	-	34,032	41,586
	-	-	-	-	-	-	-	11,981
	1,171	-	-	1,171	-	4	1,175	4,133
	95,170	48,544	100	143,814	7,937	6,912	158,663	169,988
	9,335	5,245	1,230	15,810	7,664	7,967	31,441	27,212
	<u>9,572</u>	<u>2,179</u>	<u>338</u>	<u>12,089</u>	<u>4,251</u>	<u>1,979</u>	<u>18,319</u>	<u>17,248</u>
	702,993	573,768	150,089	1,426,850	145,702	286,054	1,858,606	1,851,846
ement of Activities:	-	-	-	-	-	(74,913)	(74,913)	(133,994)
	<u>\$ 702,993</u>	<u>\$ 573,768</u>	<u>\$ 150,089</u>	<u>\$ 1,426,850</u>	<u>\$ 145,702</u>	<u>\$ 211,141</u>	<u>\$ 1,783,693</u>	<u>\$ 1,717,852</u>

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

THE FRONT DOOR AGENCY, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ <u>(3,952)</u>	\$ <u>1,823,155</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	161,619	101,899
Bad debt expense	9,258	16,756
Debt forgiveness	(53,984)	(53,984)
Unrealized (gain) loss on investments	336,716	(234,488)
Realized gain on investments	(39,164)	(44,788)
(Increase) decrease in the following assets:		
Contributions receivable	57,082	65,514
Grants receivable	39,698	(63,782)
Prepaid expenses	304	332
Other current assets	600	-
Increase (decrease) in the following liabilities:		
Accounts payable	(58,103)	59,956
Accrued payroll and related liabilities	(2,364)	2,042
Security deposits	495	2,188
Other liabilities	10,000	(12,134)
Total adjustments	<u>462,157</u>	<u>(160,489)</u>
Net cash flows from operating activities	<u>458,205</u>	<u>1,662,666</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of investments	110,041	340,375
Purchase of investments	(257,813)	(305,895)
Purchases of property and equipment	<u>(126,615)</u>	<u>(1,201,415)</u>
Net cash flows from investing activities	<u>(274,387)</u>	<u>(1,166,935)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments of long-term debt	(156,897)	(60,270)
Net change in revolving loan and security receivables	25,366	25,374
Net change in revolving loan and security payables	<u>(32,734)</u>	<u>(9,774)</u>
Net cash flows from financing activities	<u>(164,265)</u>	<u>(44,670)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	19,553	451,061
CASH AND CASH EQUIVALENTS, beginning of year	<u>1,368,524</u>	<u>917,463</u>
CASH AND CASH EQUIVALENTS, end of year	\$ <u>1,388,077</u>	\$ <u>1,368,524</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	\$ <u>5,849</u>	\$ <u>10,579</u>
In-kind donations received	\$ <u>168,875</u>	\$ <u>122,333</u>
Non-cash financing	\$ <u>-</u>	\$ <u>150,000</u>

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

1. Summary of significant accounting policies:

The Front Door Agency, Inc., (the Agency) is a New Hampshire non-profit public benefit organization which was incorporated on February 6, 1987. The Agency is unequivocally committed to helping homeless and disadvantaged people in the Greater Nashua community achieve stability, have the opportunity to transform, and ultimately flourish. Since its inception, the Agency has been offering support, fostering education, and providing services to assist individuals and families transition from crisis to self-sufficiency. It believes that dignity, respect and compassion is deserved for all people and that through education, every person can grow and succeed.

The Agency's core programs were collaboratively developed to provide a comprehensive approach that addresses the root causes of homelessness and poverty. These programs include:

Transformational Housing

Provides long-term transitional housing to homeless single mothers and their children. With a program design of "self-help", mothers must be motivated to create change. The program is not an emergency shelter but serves as a comprehensive long-term "next step" on the road to self-sufficiency as it is the program's primary goal to reduce barriers to higher education in order to increase every client's employability and income, so mothers are empowered to regain their confidence and achieve independence.

The Transformational Housing Program enables clients to remove personal barriers so they can successfully access college degree, credentialing, apprenticeship, or job-skills training programs. The program has had a great success of women graduating with degrees in areas such as accounting, paralegal, marketing, nursing, and social work. Others have earned job skills in areas of LNA, welding, CDL driving, and culinary arts.

Housing Stability

Helps all individuals and families currently experiencing homelessness or on the verge of homelessness by providing prevention and intervention assistance with rent and utilities. Through its security deposit program, it helps families obtain housing with a no-interest or fee security deposit eliminating the barrier to entry. Others who may face a temporary crisis such as an illness or job reduction or loss of a spouse can receive short-term rental assistance to help them avoid homelessness as they regain self-sufficiency. The Agency also offers short-term rental subsidies that gradually reduce over a few months to help families with very low income, and offers 8 units of affordable housing for those that meet HUD income guidelines. All families receive extensive case management and budgeting assistance.

Financial Literacy

A series of workshops that is offered to the general public and program participants. Personal credit reports and budgets are examined, and facilitators provide direction and education on basic banking opportunities, ways to save, and how to reduce costs.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

Holiday Santa

Each year the Agency helps over 500 children during the holidays with gifts and clothing.

Basis of reporting – The Agency presents its financial statements in accordance with *Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958 Not-For-Profit Entities*. The accompanying financial statements have been prepared on the accrual basis of accounting. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Non-cash contributions are recorded at fair market value on the date of the donation. Income earned on net assets, including net realized appreciation on investments, is reflected as a change in net assets without donor restrictions or net assets with donor restrictions in accordance with donor stipulations.

Amounts related to the Agency's financial position and activities are reported in two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are available for use in general operations and not subject to donor or certain grantor restrictions.

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed time or purpose restrictions. Donor-imposed restrictions are released when a restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished. When a donor restriction expires the net assets are reclassified as net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the Agency to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a board-approved spending policy. Restricted contributions that are received and utilized in accordance with donor stipulations in the same year are reported as contributions without donor restrictions. The Agency follows a similar policy for investment return on these funds.

Basis of accounting - Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, are reported when earned and expenses are reported when incurred without regard to the date of receipt or payment of cash. Contributions are recognized as revenue when they are received or unconditionally pledged.

Cash and cash equivalents – For purposes of the Statement of Cash Flows, the Agency considers all liquid investments with a maturity of three months or less to be cash equivalents.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

Contributions receivable – Unconditional contributions that are expected to be collected within one year are recorded at net realized value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance. At June 30, 2022 and 2021, the allowance for doubtful accounts was \$4,733.

Grants receivable – Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursement contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary at June 30, 2022 and 2021.

Investments – The Agency carries investments in marketable securities with readily determinable fair values at the fair market value in the accompanying Statement of Financial Position. Investment income is presented net of investment expense, and unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

Property and equipment – All acquisitions of property and equipment purchased in excess of \$2,500 are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. The Agency charges to expense annual amounts of depreciation which allocate the cost of operating property and equipment over their estimated useful lives. The Agency uses the straight-line method for computing depreciation. The ranges of estimated useful lives used are:

	<u>Years</u>
Buildings and improvements	5 - 27.5
Leasehold improvements	2 - 10
Furniture	7
Equipment	5

Repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized. No impairment loss has been noted during the year.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

Contributions and grant income – Contributions, including promises to give, are considered conditional or unconditional, depending on the nature and existence of any donor or grantor conditions. A contribution or promise to give contains a donor or grantor condition when both of the following are present: (1) An explicit identification of a barrier, that is more than trivial, that must be overcome before the revenue can be earned and recognized (2) An implicit right of return of assets transferred or a right of release of a donor or grantor's obligation to transfer assets promised, if the condition is not met. Conditional contributions are recognized when the barrier(s) to entitlement are overcome. Unconditional contributions are recognized as revenue when received.

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant award. Grant awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as a refundable advance liability. Grant awards that are exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. There were no grants or awards that were considered exchange transactions during the years ended June 30, 2022 and 2021.

Donated assets – Donated marketable securities and other non-cash donations are recorded as contributions at their estimated fair values at the date of donation. There were no amounts reflected in the financial statements for donated assets for the years ended June 30, 2022 and 2021.

Donated materials – Donated materials greater than \$500 are recorded as contributions at their estimated fair values at the date of donation. Donated materials for the years ended June 30, 2022 and 2021 totaled \$168,375 and \$118,833, respectively.

Donated services – The Agency pays for most services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Agency with specific programs, solicitations and various committee assignments. Contributions of services are recognized when they are received if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not donated. Donated services for the years ended June 30, 2022 and 2021 totaled \$500 and \$3,500, respectively.

Income taxes – The Agency qualifies as an organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Agency has evaluated its significant tax positions, including their tax-exempt status, and determined that they do not need to recognize a liability for any uncertain tax positions for interest, penalties or potential taxes. Accordingly, no provision for income taxes is required. The Agency's annual federal return filings (Form 990) and state filings (Form NHCT-12) remain subject to examination by major tax jurisdictions for the standard three-year statute of limitations.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

Functional allocation of expense - The costs of providing the various program and supporting services have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Expenses are charged to programs and supporting services on the basis of periodic expense reviews and management estimates. Expenses directly attributable to a specific functional area of the Agency are reported as expenses of those functional areas. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Agency.

Advertising costs – Advertising costs are expensed as incurred and are reported on the Statement of Activities and the Statement of Functional Expenses.

Use of estimates – The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Comparative financial information – The financial statements include certain prior period summarized comparative information. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Agency's financial statements for the year ended June 30, 2021, from which it was derived.

Financial instruments and credit risk – Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from board members, governmental agencies, and entities supportive of the Agency's mission. Investments are made by diversified investment managers whose performance is monitored by the Finance Committee. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Finance Committee believes that its investment policies and guidelines are prudent for the long-term welfare of the Agency.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

Accounting pronouncements adopted – In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts in-kind, for not-for-profit organizations. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Agency adopted this guidance as of July 1, 2021, as required by the standard. The Agency applied Topic 958 on a retrospective basis. The Statement of Activities and Statement of Functional Expenses for 2021 has been restated to show contributed nonfinancial assets and the related expense account on a separate line item.

Accounting pronouncements to be adopted in future periods – In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. ASU 2016-02 establishes a comprehensive new lease accounting model. The new standard clarifies the definitions of a lease, requires a dual approach to lease classification similar to current lease classifications, and causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than twelve months. In June 2020, the FASB issued ASU 2020-05 which provided nonpublic companies with a one-year deferral of the effective date of ASC 842. The Agency has elected to adopt this deferral and ASU 2016-02 is effective for the Agency's year ending June 30, 2023. The new standard originally required a modified retrospective transition for capital or operating leases existing at or entered into after the beginning of the earliest comparative period presented in the financial statements, but it does not require transition accounting for leases that expire prior to the date of the initial application. In July 2018, the FASB issued ASU No. 2018-11 *Leases (Topic 842)* which provided another transition method in addition to the existing transition method by allowing entities to initially apply the new leases standard at the adoption date and recognize a cumulative-effect adjustment to the opening balance of net assets in the period of adoption. The Agency has not yet determined the effects, if any, that the adoptions of ASU 2016-02 and ASU 2018-11 may have on its financial position, results of operations, cash flows, or disclosures.

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments (Topic 326)*. ASU 2016-13 requires a financial asset measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. ASU 2016-13 will be effective for the Agency's year ending June 30, 2024. The Agency has not yet determined the effects, if any, that the adoption of ASU 2016-13 may have on its financial position, results of operations, cash flows, or disclosures.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

2. Liquidity:

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, comprise the following:

	<u>2022</u>	<u>2021</u>
Financial assets:		
Cash and cash equivalents	\$ 1,388,077	\$ 1,368,524
Contributions receivable	19,022	76,104
Grants receivable	88,277	127,975
Investments	<u>1,407,203</u>	<u>1,566,618</u>
Total financial assets available within one year	2,902,579	3,139,221
Less:		
Amounts unavailable for general expenditures within one year, due to:		
Restricted by donors with purpose restrictions	(741,082)	(825,909)
Amounts unavailable to management without board of director approval:		
Board designated for operational support	<u>(468,780)</u>	<u>(647,600)</u>
	\$ <u>1,692,717</u>	\$ <u>1,665,712</u>

The Agency maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due. To help manage unanticipated liquidity needs, the Agency has a committed line of credit of \$100,000, which it could draw upon (Note 8). Additionally, the Agency has Board Designated net assets without donor restriction that, while the Agency does not intend to spend for these purposes other than those identified, could be available for current operations if necessary.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

3. Contributions receivable:

The carrying amount of contributions receivable due in more than one year is based on the discounted net present value of the expected future cash receipts and approximates fair value. Unconditional contributions receivable consisted of the following at June 30:

	<u>2022</u>	<u>2021</u>
Contributions receivable	\$ 23,755	\$ 80,837
Less: allowance for doubtful accounts	<u>4,733</u>	<u>4,733</u>
Net contributions receivable	\$ <u>19,022</u>	\$ <u>76,104</u>

The contributions receivable are due as follows:

Less than one year	\$ 23,755	\$ 62,187
In one to five years	<u>-</u>	<u>18,650</u>
Total contributions receivable	\$ <u>23,755</u>	\$ <u>80,837</u>

No discount was applied to contributions receivable at June 30, 2022 and 2021 since it was determined to be immaterial.

4. Property and equipment:

The following is a summary of property and equipment as of June 30:

	<u>2022</u>	<u>2021</u>
Land	\$ 247,100	\$ 247,100
Building and improvements	3,243,931	3,119,516
Leasehold improvements	273,229	271,028
Equipment and furniture	<u>18,155</u>	<u>18,155</u>
	3,782,415	3,655,799
Less: accumulated depreciation	<u>1,278,635</u>	<u>1,117,392</u>
Net property and equipment	\$ <u>2,503,780</u>	\$ <u>2,538,407</u>

Depreciation expense totaled \$161,619 and \$101,899 for the years ended June 30, 2022 and 2021, respectively.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

5. Fair value measurement:

FASB ASC 820 establishes a framework for measuring fair value. The framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described below.

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Agency has the ability to access.

Level 2 - Inputs to the valuation methodology include: quoted prices of similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in inactive markets, inputs other than quoted prices that are observable for that asset or liability, inputs that are derived principally from or corroborated for the asset or liability, or if the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full-term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Agency believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth the fair market hierarchy of the Agency's financial assets as of June 30:

	<u>2022</u>	<u>2021</u>
Money market funds	\$ 895	\$ 895
Domestic equity funds	453,143	573,291
International equity funds	272,782	496,779
Taxable fixed income funds	599,875	415,153
Certificates of deposit	<u>80,508</u>	<u>80,500</u>
Total investments	\$ <u>1,407,203</u>	\$ <u>1,566,618</u>

As of June 30, 2022 and 2021, the Agency's investment portfolio consisted solely of Level I investments.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

Investment return shown on the Statement of Activities is summarized as follows at June 30:

	<u>2022</u>	<u>2021</u>
Interest and dividends	\$ 44,957	\$ 30,774
Realized gain on investments	39,164	44,788
Unrealized gain (loss) on investments	<u>(336,716)</u>	<u>234,488</u>
	\$ <u>(252,595)</u>	\$ <u>310,050</u>

6. Endowment funds:

The Agency's investments consist of undesignated endowment funds, board designated endowment funds, and donor restricted endowment funds. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Agency has interpreted the State of New Hampshire UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Agency classifies as permanently restricted net assets: (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Agency in a manner consistent with the standard of prudence prescribed by the State UPMIFA. In accordance with UPMIFA, The Agency considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of The Agency and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of The Agency
- (7) The investment policies of The Agency.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities. The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities, and cash.

The Agency's spending policy is to appropriate up to 7% of the average market value of the endowment fund based on the last three years average value of the endowment fund. The Agency's spending policy for the scholarship fund is to appropriate up to 5% of the average market value of the scholarships annually.

The endowment net asset composition by type of fund as of June 30, 2022 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>		
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor restricted	\$ -	\$ 202,086	\$ 515,876	\$ 717,962
Board designated	468,780	-	-	468,780
Undesignated	<u>220,461</u>	<u>-</u>	<u>-</u>	<u>220,461</u>
 Total	 <u>\$ 689,241</u>	 <u>\$ 202,086</u>	 <u>\$ 515,876</u>	 <u>\$ 1,407,203</u>

Changes in endowment net assets for the year ended June 30, 2022 are as follows:

Endowment net assets, beginning of year	\$ 894,930	\$ 242,086	\$ 470,095	\$ 1,607,111
Investment return:				
Investment income, net of fees	84,122	-	-	84,122
Change in market value	(329,811)	-	(6,905)	(336,716)
Contributions	-	-	52,686	52,686
Appropriation of endowment net assets for expenditures	-	(40,000)		
Reclassification of appropriation	<u>40,000</u>	<u>-</u>	<u>-</u>	<u>40,000</u>
Endowment net assets, end of year	 <u>\$ 689,241</u>	 <u>\$ 202,086</u>	 <u>\$ 515,876</u>	 <u>\$ 1,447,203</u>

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

The endowment net asset composition by type of fund as of June 30, 2021 is as follows:

	<u>Without Donor</u>	<u>With Donor</u>		<u>Total</u>
	<u>Restrictions</u>	<u>Temporarily</u>	<u>Permanently</u>	
	<u>Unrestricted</u>	<u>Restricted</u>	<u>Restricted</u>	
Donor restricted	\$ -	\$ 242,086	\$ 470,095	\$ 712,181
Board designated	647,600	-	-	647,600
Undesignated	<u>247,330</u>	<u>-</u>	<u>-</u>	<u>247,330</u>
 Total	 \$ <u>894,930</u>	 \$ <u>242,086</u>	 \$ <u>470,095</u>	 \$ <u>1,607,111</u>

Changes in endowment net assets for the year ended June 30, 2021 are as follows:

Endowment net assets, beginning of year	\$ 632,880	\$ 282,086	\$ 443,398	\$ 1,358,364
Investment return:				
Investment income, net of fees	75,561	-	-	75,561
Change in market value	234,489	-	-	234,489
Contributions	-	-	26,697	26,697
Appropriation of endowment net assets for expenditures	<u>(48,000)</u>	<u>(40,000)</u>	<u>-</u>	<u>(88,000)</u>
Endowment net assets, end of year	\$ <u>894,930</u>	\$ <u>242,086</u>	\$ <u>470,095</u>	\$ <u>1,607,111</u>

From time to time, the fair value of endowment funds associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Agency to retain as a fund of perpetual duration, also known as underwater endowments. As of June 30, 2022, deficiencies of this nature existed in a single, donor-restricted endowment fund created with an original gift of \$50,000. The fair value of assets held in the fund was \$43,095 as of June 30, 2022, which generated amounts underwater of \$6,905. This deficiency is reported in net assets with donor restrictions. These deficiencies resulted from fluctuations in the market causing net losses on the value of the fund during the fiscal year ended June 30, 2022.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

7. Revolving loan and security receivables and payables:

Housing Security Guarantee Program (HSGP)

The Agency and State of New Hampshire were working together with the Housing Security Guarantee Program. Landlords were provided with vouchers instead of cash for security deposits. The client would agree to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency would pay the landlord in exchange for the voucher. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client was then billed to the State. The HSGP stopped receiving funds from the State in June 2021, but the Agency continues to run the program for their clients.

Homeless and Housing Access and Revolving Loan Fund (HHARLF)

The Agency had obtained grants in prior years from private entities to provide first month's rent and security deposits for individuals and families experiencing homelessness and how are 30% of area median income. Grants and no-interest or free security deposits are granted to help families transition into permanent housing.

The receivables under these programs at June 30 consisted of the following:

	<u>2022</u>			<u>2021</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
HSGP - clients	\$ 103,024	\$ -	\$ 103,024	\$ 110,071	\$ -	\$ 110,071
HSGP - State	3,387	-	3,387	3,578	-	3,578
HHARLF - clients	<u>39,556</u>	<u>(7,648)</u>	<u>31,908</u>	<u>55,791</u>	<u>(5,755)</u>	<u>50,036</u>
Total	\$ <u>145,967</u>	\$ <u>(7,648)</u>	\$ <u>138,319</u>	\$ <u>169,440</u>	\$ <u>(5,755)</u>	\$ <u>163,685</u>

8. Line of credit:

At June 30, 2021 the Agency had a \$75,000 line of credit available which expired in October 2021. In May 2022 the Agency renewed their line of credit for an available balance of \$100,000. Amounts borrowed on this line are payable on demand and carry an interest rate based on the Wall Street Journal U.S. Prime Rate (4.75% at June 30, 2022). The line of credit is secured by all assets and expires in June 2029. There were no borrowings as of June 30, 2022 and 2021, respectively.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

9. Long-term debt:

Long-term debt consists of the following as of June 30:

	<u>2022</u>	<u>2021</u>
Mortgage payable to New Hampshire Community Loan Fund, secured by land and building (C Street), due in monthly installments of \$218 including principal and interest at 4.00%, through August 2025.	\$ 1,713	\$ 6,141
Mortgage payable to Community Housing Capital, secured by land and building (Shattuck Street), due in monthly installments of \$886 including principal and interest at 5.00%, through June 2027.	134,538	138,584
Mortgage payable to the City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years, retroactively through March 2007.	26,200	32,750
Mortgage payable to the City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years beginning December 2012.	174,332	191,766
Mortgage payable to the City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally each year through January 2023.	30,000	60,000
Mortgage payable to the City of Nashua, secured by land and building (Concord Street). Neither interest nor principal are due as long as the Agency owns the property and meets affordability criteria.	203,500	203,500

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

	<u>2022</u>	<u>2021</u>
Mortgage payable to Triangle Credit Union, secured by land and building (Marshall Street), due in monthly installments of \$751 including principal and interest at 3.50%, through January 2031. This loan was paid off in full during the fiscal year ended June 30, 2022.	-	<u>148,423</u>
	<u>570,283</u>	<u>781,164</u>
Less current portion	<u>5,706</u>	<u>6,207</u>
	<u>\$ 564,577</u>	<u>\$ 774,957</u>

Maturities of long-term debt are as follows:

2023 (current portion)	\$	5,706
2024		4,197
2025		4,412
2026		4,638
2027		<u>117,298</u>
		136,251
To be forgiven		230,532
No required repayment		<u>203,500</u>
	\$	<u>570,283</u>

10. Board designated net assets:

The Agency holds funds that are reserved by the board to be used for future operational support. These funds are included in net assets without donor restriction on the Statement of Financial Position and are comprised of the following at June 30:

	<u>2022</u>	<u>2021</u>
Endowment funds	\$ 449,040	\$ 596,216
Scholarship fund	<u>19,740</u>	<u>51,384</u>
Total board designated funds	<u>\$ 468,780</u>	<u>\$ 647,600</u>

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

11. Net assets with donor restrictions:

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

	<u>2022</u>	<u>2021</u>
Endowment funds	\$ 202,086	\$ 242,086
Santa Fund	15,252	20,286
Financial literacy	3,800	3,800
Other funds	3,461	-
Shoes for Kids	607	1,000
Rent and utility assistance	-	50,000
HVAC	-	2,292
United Way grant	<u>-</u>	<u>36,350</u>
 Total net assets with temporary donor restrictions	 \$ <u>225,206</u>	 \$ <u>355,814</u>

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

	<u>2022</u>	<u>2021</u>
Endowment funds	\$ <u>515,876</u>	\$ <u>470,095</u>
 Total net assets with permanent donor restrictions	 \$ <u>515,876</u>	 \$ <u>470,095</u>

12. CARES Act grant:

In February 2021, the Agency was the recipient of an award from the Small Business Administration's (SBA) Paycheck Protection Program (PPP) as a result of legislation passed to assist businesses in navigating the Coronavirus pandemic. The total amount of the award was \$141,102, and it was to be used for eligible payroll and operating expenses. Should the conditions of the award not be substantially met, all or a portion of the award would have needed to be paid back with 1.00% interest. In June 2021, the SBA determined that all conditions of the award had been substantially met and the entire balance was forgiven. These funds are included under COVID relief reported on the Statement of Activities at June 30, 2021.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

13. Gifts in-kind:

For the years ended June 30, 2022 and 2021, contributed nonfinancial assets recognized within the Statement of Activities consisted of the following:

	<u>2022</u>	<u>2021</u>
Holiday gifts for families	\$ 90,800	\$ 1,873
Auction event prizes	74,913	113,212
Software	2,412	3,410
Professional services	500	3,500
Household goods	250	-
Other goods	<u>-</u>	<u>338</u>
Total gifts in-kind	\$ <u>168,875</u>	\$ <u>122,333</u>

The Agency recognizes contributed nonfinancial assets within revenue, including auction items, holiday gifts, software, household and other goods, and professional services. Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions.

Contributed holiday gifts were used for specific families in need designated by the Agency. Contributed household and other goods were used in the Agency's programs assisting those in need. Contributed auction items were used at an auction event put on by the Agency to help raise funds to better serve their clients and community. Contributed software was used by the Agency for operational needs. In valuing holiday gifts, household and other goods, auction items, and software the Agency estimated the fair market value on the basis of estimates of wholesale values that would be received for selling similar products in the United States.

Contributed professional services recognized comprise of services from a paving company in the fiscal year ended June 30, 2022, and services from a storage and moving company in the fiscal year ended June 30, 2021. Contributed professional services are valued and are reported at the estimated fair market value in the financial statements based on current rates for similar services.

14. Operating lease:

The Agency rents its office space located at 7 Concord Street, Nashua, New Hampshire, with monthly payments of \$1,650. This lease agreement expires in February 2026.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

The future minimum lease payments due in subsequent years are as follows:

2023	\$ 19,800
2024	19,800
2025	19,800
2026	<u>13,200</u>
	\$ <u>72,600</u>

Rent expense for the years ended June 30, 2022 and 2021 totaled \$19,800 and \$19,400, respectively.

15. Retirement plan:

In March 2018, the Agency adopted a Simple Retirement Plan. All employees meeting age and wage requirements qualify for the plan. The Agency matches employee contributions up to 3% of compensation. The Agency contributed \$14,530 and \$10,710 to the plan for the years ended June 30, 2022 and 2021, respectively.

16. Subsequent events:

In preparing these financial statements, the Agency has evaluated events and transactions for potential recognition or disclosure through October 20, 2022, the date the financial statements were available to be issued.

No subsequent events were noted that would require disclosure in the Agency's financial statements as of this date.

17. Reclassifications:

Certain amounts have been reclassified in the prior year financial statements to conform with the current year presentation. These reclassifications had no effect on net assets or changes in net assets as previously reported.



BOARD OF DIRECTORS 2022-2023

MEMBERS	OCCUPATION	RESIDENCY
Janet Ackerman	TD Bank	Bedford
Erin Almeda	Formally, Concord Hospital	Nashua
Jed Anderson*	Broad Street Planning	Nashua
Maria Botcheva	Citizens Bank	Nashua
Derek Bruinooge	Eaton & Berube Insurance Agency	Wilmington
Nancy Capiello	Latitude 44, Ltd.	Londonderry
Karen Carlisle	The Event Center-Courtyard by Marriott	Merrimack
John Chase, Treasurer	Retired, BAE Systems	Amherst
Shane Cochran	Systems Engineering	Manchester
Carol Connor, Secretary	Retired, The Front Door Agency	Amherst
Kevin Flynn	St. Joseph Hospital	Nashua
Nick Frasca	Frasca & Frasca, P.A.	Nashua
Officer John Goodridge	Nashua Police Department	Merrimack
Joyce Hillis	Devine, Millimet and Branch	Nashua
Paige Hultman	Purple Finch Properties	Nashua
Robert Kennedy*	BAE Systems	Amherst
Linda LaFleur*	SquareTail Advisors	Londonderry
Bill Luk	BAE Systems	Amherst
Meagan Pollack*, LY President	Curriculum Associates	Hudson
Donna Robinson, CPA	Melanson CPA's	Litchfield
Dr. Timothy Scherer	Southern NH Health	Hollis
Tony Rozon	Santander Bank	Pelham
Robert Shaw, President Elect	Texas Instruments	Nashua
Melissa Swidler, Vice President	SWI Designs	Nashua
Chris Wilcox, President	Lowell Five Bank	Nashua
Kathy Whitaker	BAE Systems	Hollis

*Denotes Past Presidents
Total Board Members 26

The Front Door Agency, Inc.
NH Department of Justice Grant
Act # 02-20-20-201510-2479-072-500575

Key Personnel – FY24

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Gagne	Director, Transformational Housing	\$ 84,000	25%	\$21,000
Sheri Gonzales	Case Manager	\$ 48,500	60%	\$ 29,100
Coraima Kulak	Bi-lingual Case Manager	\$ 54,000	60%	\$ 32,400
				\$ 82,500

REBECCA GAGNE

SUMMARY

A Human Services Professional with over fifteen years experience working in a residential program for women and children. Experience includes: team leadership, substance abuse; mental health; domestic violence, property management, community outreach, and empowering families to transition from crisis to self-sufficiency.

PROFESSIONAL EXPERIENCE

Director of Transformational Housing

April 2012-Present

THE FRONT DOOR AGENCY, INC., Nashua, New Hampshire

A not-for-profit, 501(c) tax-exempt organization assisting individuals and families in crisis transition to self-sufficiency formally known as the Nashua Pastoral Care Center, Inc.

Providing oversight for a residential Transformational Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Establishing outcome measurements and ensuring program objectives are met.
- Supervision of all direct service staff, residential aides, program administrative staff and maintenance personnel.
- Overseeing maintenance issues at all three owned properties.
- Providing oversight on all program policies and procedures.
- Participating in community activities.
- Representing the agency in the community.

Case Manager

December 2001-April 2012

THE NASHUA PASTORAL CARE CENTER, Nashua, New Hampshire

Providing extensive case management for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Providing support, advocating and assisting in eliminating barriers to enhance resident's ability to succeed.
- Coordinating all services necessary for the resident to become a self-sufficient member of the community.
- Participating in community activities.

Case Manager**May 2001-December 2001****GIRLS INC., Nashua, New Hampshire**

Duties included assisting ten young women ages 14-21 with daily living in a nonprofit residential living facility. Job required effective coordination and linkage of all academic and career related components, time management, positive role modeling, empathetic listening, developing and following individual treatment plans, connecting with people and resources, and follow up. Other duties involved organizing the volunteer program, coordinating educational sessions and activities.

Pre-School Teacher**July 2000-May 2001****GIRLS INC., Nashua, New Hampshire**

Duties included: planning and implementing a monthly curriculum aiding children physically, socially, emotionally, and intellectually; providing age appropriate activities to encourage creative expression and appreciation of the arts; and creating a monthly parent newsletter.

EDUCATION

Leadership Greater Nashua**Sept 2016-June 2017**

Comprehensive overview of the various elements of the Greater Nashua Community
Velocity Performance's Leadership Academy

Certified CPR AED**August 2014****Certified Non-violent Crisis Intervention****Since 2008****Graduate****NEW ENGLAND SCHOOL ON ADDICTION STUDIES****June 2008 & 2006**

New Hampshire Training Institute on Addictive Disorders

BA in Psychology**December 1999****KEENE STATE COLLEGE, Keene, New Hampshire**

Member, Delta Phi Epsilon (1997-1999)

AS in Chemical Dependency**May 1999****KEENE STATE COLLEGE, Keene, New Hampshire**

VOLUNTEER EXPERIENCE

Board of Directors

SKIP (School Kids in Peterborough)

2014-2017

Day of Caring Committee Member:

United Way of Greater Nashua

2011- 2015

Big Sister:

Big Brothers and Big Sisters Organization of Nashua

2004-2012

Internship:

Alvirne High School, Hudson, NH Guidance Department

1999

REFERENCES FURNISHED UPON REQUEST
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Coraima Kulak

Education

Saint Anselm College

Bachelor of Arts, Psychology

May 2015

Employment Experience

Transformation Phase II Case Manager

Front Door Agency

10/2020- Present

- Provide case management services to single mothers and their children who are experiencing crisis. Provide directions, guidance, establishment of goals and creating accountability while furthering their education or job training.

Child Protection Service Worker

Division for Children, Youth, and Families

4/2017- 10/2020

- Investigate reports for concern of abuse or neglect. Work with families and creating safety plans to ensure that their children are safe in their home. Refer families to community resources. Work with community resources to ensure families receive the support and services that are needed.

Intake Specialist

Southern New Hampshire Services

8/2015- 4/2017

- Review applications and determine individuals' eligibility for fuel and electric assistance. Input data into the FAP/ EAP database. Meet and contact individuals for appointments and needed information to process applications.

Animal Caregiver

Charles River Laboratories

6/2014-1/2015

- Assist Technicians in providing a stable living environment for animal subjects. Ensuring animals have a clean living area and that they are fed and watered daily. Filling out of proper paperwork to provided proper communication between myself and the Technicians.

Sale Associate

Charlotte Russe

5/2013-6/2014

- Assist Customers with any questions or concerns they may have regarding the products that are being sold and on sale. Provide a cleaning shopping area for customers to ensure a pleasant shopping experience. Assist in the process of check out and the handling of currency.

Repair Technician

Cellairis

5/2012-12/2012

- Assist Customers with questions regarding iPhone repairs and cell phone accessories. Repair broken screens in a timely manner while customers shop. Conduct inventory on a daily basis and ensure that the store has met its daily target goal. Open and close register. Deposit money at the end of closing shifts.

Saint Anselm College

8/2011-4/2015

- Assist visitors into living area and oversee the proper filling out of paperwork provided by the college.

Service Experience

Activity Assistant

Arbors of Bedford

2/2015-4/2015

- Assist activity coordinator in encouraging residents with dementia to participate in activities that will enhance their everyday life. Assist LNAs in providing residents with meals during their lunch time.

Intern

Division for Children, Youth, and Families- Manchester

9/2014-12/14

- Assisted CPSW IV with tasks such as putting together adoption packets, entering visits in to the department database, and making calls to several professionals in regards to cases. I also worked with a teenager in regards to independent living and assisting with graduation requirements.

Tutor

Sununu Youth Services Center

2/2014-

4/2014

- Assist young men with homework assignments and other task requested from them. As well with assisting them with personal situations in which they may need advising. Assist in creating a better relationship between the individuals and other staff.

Teacher Assistant

Bishop O'Neal Center

9/2013-12/2013

- Assisted the teacher with classroom tasks and other tasks that were required. Participated in classroom activities to enhance the learning of the children.

Mentor (Pre-Orientation Program)

Saint Anselm College

8/2013-8/2014

- Assisted incoming freshmen with their transition into a new environment. Developed programs in which these individuals where to take part as a way of becoming aware of their surroundings. Took part in activities that created assisted in the development of new relationships.

Skills

Computer: Microsoft Office

Language: Spanish: Fluency- Advance, Reading- Intermediate, Writing- Intermediate.

English: Fluency, Reading, and Writing –Advance.

Sheri Gonzales

Objective

Re-entry into the full-time workforce, with a focus on a securing a position where my education and prior work experience in social work can be effectively utilized to help clients achieve self-sustainability.

Qualifications

Practical experience in counseling, tutoring and general interaction with both children and adults in both individual and group settings.

Formal training and practical one-to-one counseling with substance abuse clientele.

A sample of my expertise encompasses:

Individual Counseling	Multitasking	Substance Abuse Counseling
Appointment Scheduling	Inter-Agency Communication	Client Assessments
Crisis Management	Strong Interpersonal Skills	Organizational Skills

HIGHLIGHTS

- Previously licensed by the Massachusetts Board of Registration of Social Workers for several years.
- Ten plus years of social work experience in multiple settings including individual and group counseling and assessments.

CAREER TRACK

The Front Door Agency, Case Worker 2021- present
Responsible for screening potential candidates to the program and ensuring all policies and procedures are followed. Schedule and perform initial intake assessments to ensure program compatibility. Work with clients throughout the intake process to ensure follow through. Develop in conjunction with the resident a mutually agreed upon plan for meeting program goals and objectives. Recommend transition protocol for clients from the stabilization phase in the transformation phase.

St. Joseph's Community Services, Administrative Assistant 2017 - 2021
Duties include client management, welfare checks, scheduling, and point of contact management. Other key responsibilities include:

- Coordination of meal preparation and delivery for over 300+ clients on a daily basis.
- Assist in the intake process for new and existing clients.
- Crisis intervention to prevent client safety issues.
- Respond to client inquiries and manage changes in scheduling.
- Volunteered at agency for two years prior to employment opportunity.

Nashua Athletic Club, Receptionist 2008-2009
Duties included opening of facility and preparing facility for the day. Answered phones and assisted owners and co-workers with basic questions regarding rules and regulations of facility.

Babies R Us, Customer Service Associate

2004-2008

Interacted with customers and provided customer support in a sales position. Responsible for handling currency and assisting managers in supervision of co-workers.

Lowell Community Health Center Substance Abuse Counselor

1999-2004

Responsible for direct care of clients with mental and dependence disorders. Completed intake and assessment histories. Facilitated groups regarding substance use and relapse prevention. Continued contact with legal system and was court liaison for clients.

Middlesex DUI Program Counselor

1997-1999

Responsible for the direct care of approximately 10-12 second offense drunk drivers within a two-week inpatient program. Duties include preparing clinical assessments and discharge summaries. Other responsibilities include individual counseling sessions, group counseling sessions and informational classes including substance abuse topics. Also, continued communication with probation officers and aftercare agencies are required.

Wayside Youth and Family Support Network, Residential Counselor

1996-1997

Responsible for the direct care of adolescents in a residential setting. Duties include; behavior management; maintaining communication with family members, DSS workers, therapists and lawyers of on-going progress of clients; attend court hearings; work with clients individually using the PAYA curriculum, attended treatment team meetings and prepare milieu reports; maintain confidential client records; present client's progress at Foster Care Reviews.

EDUCATION.....

Bachelor in Social Work Salem State College

Associate in Science: Mental Health Technology Northern Essex Community College

Program Certificate: Alcohol and Drug Abuse Counseling Northern Essex Community College



Position Title: Transformational Housing Director

Reports to: Chief Executive Officer

Updated: November 2016

GENERAL DESCRIPTION

The Transformational Housing Director is responsible for the general oversight of the transitional housing programs. The Director is responsible to ensure all clients receive the best possible services in an effort to promote self-sufficiency. The Director is responsible for the overall property management of units owned or rented by the Agency to ensure they are well maintained. The Director ensures that all staff adheres to all funding regulations, and that policies and procedures are carried out accordingly.

The Director is a key member of the Agency's senior management team, and is responsible for oversight, management, planning and leadership for all activities pertaining to the Transitional Housing Program. S/he assumes a leadership role in creating awareness throughout the community on Agency services and in developing short-term and long-term program strategic goals. The key role of the position is to ensure women and children in need are given the ability to stabilize, transform and flourish through various supportive services offered. S/he is responsible for all aspects of program oversight and development in coordination with the CEO, Board of Directors, and Agency Program Staff including (1) maintaining high level of confidentiality; (2) developing and enforcing policies, procedures and protocols in the best interest of the program and client safety; (3) identifying potential barriers to client success and developing ways and resources to eliminate them; (4) championing the agency's mission and (5) working with staff, CEO and Board of Directors on all client related program projects and initiatives.

DUTIES AND RESPONSIBILITIES:

A) Client Relations:

- Work closely with CEO and Board of Directors to craft annual and long-term program plans and goals aligned with the needs of the clients.
- Identify and oversee all services provided to residents meet program outcome measurements.
- Provide oversight to client intake process and review potential candidates for entry to ensure program compatibility.
- Ensure that all client case files meet clinical, state and federal funding guidelines and HIPPA standards.
- Ensure that all clients are treated fairly and equally at all times.
- Ensure confidentiality is maintained at all times.
- Create client evaluation plans (90-day; 6-mth; and annual) highlighting progress and steps to further progress.
- Ensure that all activity is within the guidelines of the operating procedures.
- Update policies and procedures when necessary and indicated.
- Work with therapists and other community leaders to organize and/or facilitate support groups for women that pertain to their personal development and growth.
- Provide oversight with all program procedures and requirements ensuring deadlines are met and information is accurate. (HMIS, outcome measurements, statistical reports, Board Updates, Grants)
- Intervene when conflicts arise between residents and program staff.
- Oversee and administer discipline policy to residents when indicated.
- Oversee, collect and develop rental payment plans with residents.
- Oversee security deposit protocol; collect upon move in; and issue if indicated upon move out.
- Oversee transition protocol for clients graduating from the stabilize, transform and flourish phases.
- Prepare statistical reports and outcome measurement reports monthly using software conducive to providing this information to the CEO and Board of Directors.
- Ensure strategic initiatives as outlined in the Agency's strategic plan are met according to timeline established and adopted pertaining to program.

B) Community Development:

- Ensure Agency's great reputation in the community by providing client services with integrity and high moral standards and Agency's values.
- Represent the Agency in community organizations deemed appropriate by the CEO. Ex: Rotary and Chamber of Commerce.
- Cultivate relationships with community partners in order to collaborate effectively.
- Maintain, nourish, cultivate closer working relationships with all corporations and individuals that fund in Front Door Agency's areas of interest through meetings, events, and standard communications including letters, newsletters, emails and phone calls.
- Develop on-going relationships with private women's clubs, local businesses, and private therapists to provide needed services and material goods for agency clients

C) Board Relations:

- Works with the Board of Directors and the CEO to develop strategies for long term programmatic goals.
- Articulates client outcomes to Directors and other leadership volunteers in effort to increase branding.
- Assumes responsibility for all Program reports to the Board and attends all Board meetings.

D) Coordinate and collaborate across all departments of the Agency:

- Work with CEO to budget program services needed and provide information necessary to ensure that the programs are funded to their fullest.
- Represent the Agency in civic and community activities including public speaking opportunities.
- Delegate administrative tasks related to the client intakes to the Agency Administrative Assistant
- Attend staff meetings.
- Work with the Media Relations Manager in creating marketing materials and advertising events in various media and social media outlets.
- Provide information necessary for grant writing and provide grant reporting documentation to Foundations Relations Manager.
- In the absence of the CEO, the Director will resume all responsibilities of the CEO.

E) Program Office Infrastructure:

- Directly supervises the Case Managers, Residential Aides and Property Maintenance Personnel.
- Creates office systems to support all Program projects and operations
- Works closely with the Agency Administrative Assistant ensuring accurate client intake information, and donor gift record-keeping.
- Directly supervises interns and volunteers for the program.
- Directly ensure accurate and efficient data entry into HMIS and outcome measurement/client data systems.

F) Other:

- Interfaces with staff, vendors, and community stakeholders when requested.
- Supports or takes on special projects as requested.
- Will engage in public speaking opportunities to share our mission with community groups when requested.
- Stays current on all required trainings (i.e. CPR, HMIS, Crisis Intervention, etc.)
- Performs other duties as assigned.

ESSENTIAL KNOWLEDGE, SKILLS AND ATTRIBUTES:

- Strong written and verbal communication skills, including formal and informal presentations
- Strong planning and project management skills
- Ability to handle sensitive and confidential information with discretion and judgment
- Ability to work comfortably in a fast-paced environment
- Must be self-starter, detail-oriented, organized
- Ability to organize multiple tasks/projects, as well as prioritize tasks within projects
- Attention to detail and ability to work under deadline pressures
- Ability to be self-directed, as well as work in teams

- Knowledge of current social and economic problems, principles of family economics and budgeting, human relations, community, state, and national health and welfare resources, social assistance requirements, principles of interviewing, psychological and substance abuse terminology
- Belief in the mission and purpose of the Front Door Agency

QUALIFICATIONS:

- A minimum of Bachelor's Degree in Social Work, preferably a Master's Degree
- A minimum of five year's direct work experience with this population
- Extensive experience with substance abuse and domestic violence victims
- Ability to work effectively and courteously with people and exercise good judgment
- Must be of good professional character
- Pass a criminal background check
- Must be able to handle multiple tasks simultaneously
- Strong computer skills, including email, Microsoft Office, Internet
- Valid driver's license

F.L.S.A Status

Full-Time Exempt position based at 40/hrs week.

NOTE: The purpose of this job description is to provide a concise statement of the work elements of the position, and to organize and present the information in a standard way. It provides as much detail as is necessary to distinguish the position for all others. It is not intended to describe all the elements of the work that may be performed by every individual in this classification, nor should it serve as the sole basis for Human Resource decisions and actions.

The Front Door Agency is an equal opportunity employer and is committed to the belief that each individual is entitled to equal employment opportunity.



Position Title: Phase I Case Manager
Reports to: Director of Transformational Housing
Updated: December 2018

GENERAL DESCRIPTION

The Phase I Case Manager has the responsibility of assessing and monitoring women and children entering and residing in the Phase I Stabilization Phase of the Transformational Housing Program. The key role of the position is to ensure women and children in need are given the opportunity and ability to stabilize, transform and flourish through various supportive services offered. The Case Manager works closely with the women in the stabilization phase and ensures compliance with the educational and residential components of the program. This involves; mutually developing individual client personal and housing contracts, providing support services, advocating on the resident's behalf and coordinating all services necessary to promote independence. The Case Manager will offer support in areas of: education, recovery, parenting, education, health, time management, budgeting, communication, mental health, job search and placement etc. The Case Manager will assist women and children to become more stable and exit crisis situations; and assist them in developing the skills necessary to live independently and secure permanent housing.

S/he is responsible for screening potential candidates to the program and ensuring all policies and procedures are followed in conjunction with the Director of Transformational Housing. The main responsibilities include: (1) maintaining high level of confidentiality; (2) developing and enforcing policies, procedures and protocols in the best interest of the program and client safety; (3) identifying potential barriers to client success and developing ways and resources to eliminate them; (4) championing the agency's mission and (5) removing any potential barriers with entry into the program including offering language assistance services.

DUTIES AND RESPONSIBILITIES:

A) Client Relations:

- Schedule and perform initial intake assessments to ensure program compatibility; refer for appropriate psychological assessments when appropriate, and make recommendations for entry to the Director.
- Work with clients throughout the intake process to ensure follow through.
- Assist assigned residents with learning the program rules and expectations and reviewing preliminary case management plan goals.
- Develop in conjunction with the resident a mutually agreed upon plan for meeting program goals and objectives.
- Facilitate 1:1 weekly, or sometimes more often, facetime with assigned residents to build relationships and discuss progress towards plan goals, as well as other needs and concerns.
- Establish a professional relationship with resident's case management team members and family when appropriate, i.e. educational advisors, therapists, physicians.
- Assist and advocate on the clients' behalf when making appropriate referrals for services for themselves and their children, and monitoring these referrals on a regular basis.
- Identify and ensure all services provided to residents meet program outcome measurements.
- Complete client evaluation plans (90-day; 6-mth; and annual) highlighting progress and steps to further progress.
- Ensure that all activity is within the guidelines of the operating procedures.
- Provide policies and procedure amendment recommendations to the Director.
- Work with community leaders to organize and/or facilitate support groups for women that pertain to their personal development and growth.
- Develop agenda and facilitate Norwell house meetings at least monthly.
- Provide all required information to the Director ensuring deadlines are met and information is accurate.
- Provide direct oversight of weekly client point system and assignment of client house responsibilities.
- Recommend transition protocol for clients graduating from the stabilization phase into the transformation phase.
- Assist with parenting supports and guidance when indicated.
- Plan monthly birthday and special occasion celebrations for assigned residents (coordinate with volunteers and Birthday Wishes Program)
- Oversee the dispensing of all medications and documentation of medications for each assigned resident.
- Coordinate and provide oversight of childcare to resident children during client groups.
- Meet with Director once per week for supervision and collaboration.

- Meet with Clinical staff hired by the Agency for clinical supervision at least monthly.
- Provide off-hour coverage for emergencies once week per month and respond to crises in a timely manner.
- Provide written check requests to Business Manager to any client supportive payments.
- Provide move-in and move-out paperwork to Business Manager.
- Update and read staff notes daily to ensure effective communication.
- Ensure professional documentation is completed in timely and quality manner including; maintaining individual participant progress notes, collateral contact, intake, assessments, incident reports, inter-agency referrals, community referrals, case plans and file organization/documents.
- Ensure confidentiality is maintained at all times.
- Be a good role model to clients and children.

B) Community Development/Other:

- Ensure Agency's great reputation in the community by providing client services with integrity and high moral standards and Agency's values.
- Represent the Agency in community organizations deemed appropriate by the Director: Continuum of Care, etc.
- Cultivate relationships with community partners in order to collaborate effectively.
- Represent the Agency in civic and community activities including public speaking opportunities.
- Provide Media Relations Manager positive client information in order to promote the good work we do in helping families stabilize, transform, and flourish.
- Support or take on special projects as requested.
- Attend staff meetings.
- Stay current on all required trainings (i.e. CPR, HMIS, Crisis Intervention, etc.)
- Perform other duties as assigned.

ESSENTIAL KNOWLEDGE, SKILLS AND ATTRIBUTES:

- Strong written and verbal communication skills, including formal and informal presentations
- Strong planning and project management skills
- Ability to handle sensitive and confidential information with discretion and judgment
- Ability to work comfortably in a fast-paced environment
- Ability to be a self-starter, detail-oriented, and well organized
- Have attention to detail and ability to work under deadline pressures
- Ability to be self-directed, as well as work in teams
- Ability to accept different viewpoints.
- Knowledge of current social and economic problems, principles of family economics and budgeting, human relations, community, state, and national health and welfare resources, social assistance requirements, principles of interviewing, psychological and substance abuse terminology
- Belief in the mission and purpose of the Front Door Agency

QUALIFICATIONS:

- A minimum of Bachelor's Degree in Social Work, Womens Studies, Psychology or Human Services
- A minimum of three years directly working with women and children in poverty
- Experience with substance use disorder and domestic violence victims preferred
- Ability to work effectively and courteously with people and exercise good judgment
- Must be of good professional character, pass a criminal background check and drug test
- Strong computer skills with Microsoft Office and client database systems
- Valid driver's license with insurance enforced
- Ability to lift up to 20 lbs.
- Ability to work evenings and some weekends.

F.L.S.A Status

Full-Time Hourly position based at 32-40 hrs/wk with a minimum of two evenings until 8pm.

NOTE: The purpose of this job description is to provide a concise statement of the work elements of the position, and to organize and present the information in a standard way. It provides as much detail as is necessary to distinguish the position for all others. It is not intended to describe all the elements of the work that may be performed by every individual in this classification, nor should it serve as the sole basis for Human Resource decisions and actions. The Front Door Agency is an equal opportunity employer and is committed to the belief that each individual is entitled to equal employment opportunity.



Position Title: Phase II Case Manager
Reports to: Director of Transformational Housing
Updated: November 2016

GENERAL DESCRIPTION

The Phase II Case Manager has the responsibility of monitoring women and children residing in the Phase II and III Transformation and Flourishing Phases of the Transitional Housing Program. The key role of the position is to ensure women and children in need continue to take advantage of the opportunity to transform and flourish through various supportive services offered. The Case Manager works closely with the women in the transformation and flourishing phases and ensures compliance with the educational and residential components of the program. This involves; mutually developing individual client personal and housing contracts, providing support services, advocating on the resident's behalf and coordinating all services necessary to promote independence. The Case Manager will offer support in areas of: education, recovery, parenting, education, health, time management, budgeting, communication, mental health, job search and placement etc. The Case Manager will assist women and children in developing the skills necessary to live independently and secure permanent housing.

S/he is responsible for ensuring all policies and procedures are followed in conjunction with the Director of Transitional Housing. The main responsibilities include: (1) maintaining high level of confidentiality; (2) developing and enforcing policies, procedures and protocols in the best interest of the program and client safety; (3) identifying potential barriers to client success and developing ways and resources to eliminate them; (4) championing the Agency's mission.

DUTIES AND RESPONSIBILITIES:

A) Client Relations:

- Work closely with Case Manager I and Program Director in transitioning clients from the stabilization phase into the transformation phase.
- Develop a mutually agreed personal improvement plan with the clients.
- Ensure client is following these mutually agreed upon personal contract and established goals.
- Provide case management for 10-14 families residing in the transformation and flourish phases.
- Meet with clients in the transformation phase a minimum of once per week as part of case management, with at least once per month at the client's home.
- Meet with clients in the flourish phase a minimum of once per month as part of case management at the client's home.
- Communicate with client supports, such as educational advisors, therapists, family members, etc. when necessary.
- Assist and advocate on the clients' behalf when making appropriate referrals for services for themselves and their children, and monitoring these referrals on a regular basis.
- Identify and ensure all services provided to residents meet program outcome measurements.
- Complete client evaluation plans (90-day; 6-mth; and annual) highlighting progress and steps to further progress.
- Ensure that all activity is within the guidelines of the operating procedures.
- Provide policies and procedure amendment recommendations to the Director.
- Work with community leaders to organize and/or facilitate support groups for women that pertain to their personal development and growth.
- Facilitate house meetings at least monthly at all FDA owned multi-unit housing.
- Provide all required information to the Director ensuring deadlines are met and information is accurate.
- Recommend transition protocol for clients graduating from the transformation phase into the flourish phase.
- Assist with parenting supports and guidance when indicated.
- Meet with Director once per week for supervision and collaboration.
- Meet with Clinical staff hired by the Agency for clinical supervision at least monthly.
- Carry a pager on a rotating basis and respond to crises after hours in a timely manner.
- Provide written check requests to Business Manager to any client supportive payments.
- Provide move-in and move-out paperwork to Business Manager.
- Provide staff coverage and client support to Phase I clients residing at the Norwell transitional housing facility when indicated.
- Organize and facilitate monthly client birthday parties.

- Update and read staff notes daily to ensure effective communication.
- Ensure professional documentation is completed in timely and quality manner including; maintaining individual participant progress notes, collateral contact, intake, assessments, incident reports, inter-agency referrals, community referrals, case plans and file organization/documents.
- Serve as a backup to the Agency's Homeless & Housing Coordinator to include being effectively cross-trained in the position and well-versed in all areas of this position in order to fill in during times of vacation or illness.
- Ensure confidentiality is maintained at all times.
- Be a good role model to clients and children.

B) Community Development/Other:

- Ensure Agency's great reputation in the community by providing client services with integrity and high moral standards and Agency's values.
- Represent the Agency in community organizations deemed appropriate by the Director.
- Cultivate relationships with community partners in order to collaborate effectively.
- Represent the Agency in civic and community activities including public speaking opportunities.
- Provide Media Relations Manager positive client information in order to promote the good work we do in helping families stabilize, transform, and flourish.
- Support or take on special projects as requested.
- Provide oversight of volunteers performing work at Phase II and III sites.
- Provide maintenance staff and Director property repairs as seen or reported by residents.
- Attend staff meetings.
- Stay current on all required trainings (i.e. CPR, HMIS, Crisis Intervention, etc.)
- Perform other duties as assigned.

ESSENTIAL KNOWLEDGE, SKILLS AND ATTRIBUTES:

- Strong written and verbal communication skills, including formal and informal presentations
- Strong planning and project management skills
- Ability to handle sensitive and confidential information with discretion and judgment
- Ability to work comfortably in a fast-paced environment
- Ability to be a self-starter, detail-oriented, and well organized
- Ability to be self-directed, as well as work in teams
- Ability to accept different viewpoints.
- Knowledge of current social and economic problems, principles of family economics and budgeting, human relations, community, state, and national health and welfare resources, social assistance requirements, principles of interviewing, psychological and substance abuse terminology
- Belief in the mission and purpose of the Front Door Agency

QUALIFICATIONS:

- A minimum of Bachelor's Degree in Social Work, Psychology or Human Services
- A minimum of three years directly working with women and children in poverty
- Experience with substance abuse and domestic violence victims preferred
- Ability to work effectively and courteously with people and exercise good judgment
- Must be of good professional character and pass a criminal background check and drug test
- Strong computer skills with Microsoft Office and client database systems
- Valid driver's license with insurance enforced
- Ability to lift up to 20 lbs.
- Ability to work evenings and some weekends.

F.L.S.A STATUS:

Full-time position based at 32-40/hrs week, with at least two evenings per week and some weekend hours if indicated.

NOTE: The purpose of this job description is to provide a concise statement of the work elements of the position, and to organize and present the information in a standard way. It provides as much detail as is necessary to distinguish the position for all others. It is not intended to describe all the elements of the work that may be performed by every individual in this classification, nor should it serve as the sole basis for Human Resource decisions and actions. The Front Door Agency is an equal opportunity employer and is committed to the belief that each individual is entitled to equal employment opportunity.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions:

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Coos County Attorney's Office		1.4. Grantee Address 55 School Street, Suite 141 Lancaster, NH 03584	
1.5. Grantee Phone # (603) 788-5559	1.6. Account Number 02-20-20-201510-247 9-072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$40,500
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village/district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 John McCormick, Coos City Atty.	
Grantee Signature 2		Name & Title of Grantee Signor 2:	
Grantee Signature 3		Name & Title of Grantee Signor 3:	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G. & C approval required) By: /s/ Christopher Bond Assistant Attorney General, On: 9/30/23 4.6.23			
1.16. Approval by Governor and Council (if applicable) By: On: 9/30/23			

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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Coos County Attorney's Office as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

EXHIBIT A

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

EXHIBIT A

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must

EXHIBIT A

comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel, travel, training, and supplies.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$40,500.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

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

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

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

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

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

John McCormick
Subrecipient Name

July 1, 2023 – June 30, 2024
Period Covered by this Certification

John McCormick, Coos County Attorney
Name and Title of Authorized Subrecipient Representative

[Signature]
Subrecipient Representative Signature

3/30/2023
Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

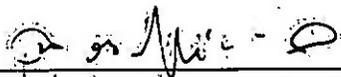
CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: July 1, 2023 - June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Subrecipient Representative Signature

Coos County Attorney
Subrecipient's Representative Title

John McCormick
Subrecipient Name

3/30/2023
Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions***

(1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

[Signature]
Subrecipient Representative Signature

Coos County Attorney
Subrecipient's Representative Title

John McCormick
Subrecipient Name

3/30/2023
Date

EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Subrecipient Representative Signature

Cons. County Attorney
Subrecipient's Representative Title

John McCormick
Subrecipient Name

3/30/2023
Date

EXHIBIT H

-CERTIFICATION

**PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE**

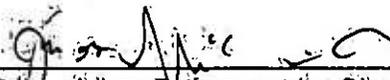
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.


Subrecipient Representative Signature

Coos County Attorney
Subrecipient's Representative Title

John McCormick
Subrecipient Name

3/30/2013
Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

John McCormick
Subrecipient Representative Signature

Coos County Attorney
Subrecipient's Representative Title

John McCormick
Subrecipient Name

3/30/2023
Date

EXHIBIT J

**-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE-**

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature]
Subrecipient Representative Signature

Coos County Attorney
Subrecipient's Representative Title

John McCormick
Subrecipient Name

5/20/2023
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is? KCJJXT8MT8Z3

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here.

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, John McCormick [responsible official], certify that

Coos County Attorney's Office has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eoop.htm on

3/28/23 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Erin Qualter [official that completed training] has completed

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

3/28/23 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights Grants Management Unit | NH Department of Justice.

Subrecipient Discrimination Complaint Process

I further certify that the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

John McCormick
Name of Authorized Signor

Coos County Attorney
Title of Authorized Signor

[Signature]
Signature

3/30/2023
Date

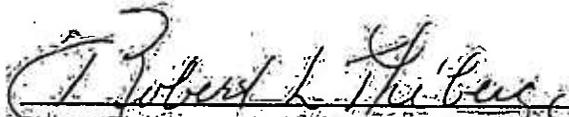
CERTIFICATE OF AUTHORITY

I, Robert Théberge, of the Coös County Board of Commissioners do hereby certify that:

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

John G. McCormick

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Coös County Board of Commissioners on this eighth day of March 2023.

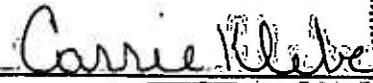


 Robert Théberge, Clerk of the Coös County Board of Commissioners

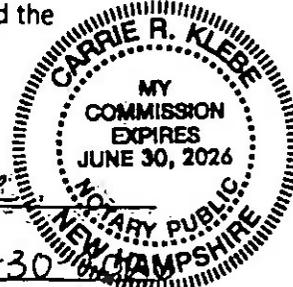
STATE OF NEW HAMPSHIRE
COUNTY OF COÖS

On this the eighth day of March 2023, before me Robert Théberge the undersigned officer, personally appeared Robert Théberge, Coös County Commissioner, who acknowledged their self to be the Clerk for the Coös County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



 Justice of the Peace/Notary Public
 Commission Expiration Date: 6-30-26





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Coos County PO Box 10 West Stewartstown, NH 03597	Member Number: 602	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not								
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$5,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td></td></tr> <tr><td>Med Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$5,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)	
Each Occurrence	\$5,000,000											
General Aggregate	\$5,000,000											
Fire Damage (Any one fire)												
Med Exp (Any one person)												
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)												
Aggregate												
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> Statutory</td><td></td></tr> <tr><td>Each Accident</td><td>\$2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td>\$2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td></td></tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit	
<input checked="" type="checkbox"/> Statutory												
Each Accident	\$2,000,000											
Disease - Each Employee	\$2,000,000											
Disease - Policy Limit												
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)								

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 3/22/2023 mpurcell@nhprimex.org
State of New Hampshire - Department of Justice 33 Capitol St Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Grafton County Attorney's Office		1.4. Grantee Address 3785 Dartmouth College Highway North Haverhill, New Hampshire 03774	
1.5 Grantee Phone # (603) 787-6968	1.6. Account Number 02-20-20-201510-247 9-072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$159,127
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>[Signature]</i>		1.12. Name & Title of Grantee Signor 1 Mantha A. Hornick, GCA	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>/s Christopher Bond</i> Assistant Attorney General, On: <i>4/25/23</i>			
1.16. Approval by Governor and Council (if applicable) By: _____ On: <i>4/11/23</i>			

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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Grafton County Attorney's Office as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

EXHIBIT A

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

EXHIBIT A

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must

EXHIBIT A

comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel, travel, training, and supplies.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$159,127.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Martha A. Hornick July 1, 2023 – June 30, 2024
Subrecipient Name Period Covered by this Certification

Martha A. Hornick, Grafton County Attorney
Name and Title of Authorized Subrecipient Representative

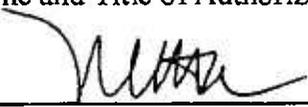
 4/11/23
Subrecipient Representative Signature Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

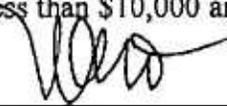
Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Subrecipient Representative Signature

Grafton County Attorney

Subrecipient's Representative Title

Martha A. Hornick

Subrecipient Name

4/11/23

Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

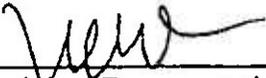
EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature

Grafton County Attorney
Subrecipient's Representative Title:

Martha A. Hornick
Subrecipient Name

4/11/23
Date

EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.



Subrecipient Representative Signature

Grafton County Attorney

Subrecipient's Representative Title

Martha A. Hornick

Subrecipient Name

4/11/03

Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).



Subrecipient Representative Signature

Grafton County Attorney

Subrecipient's Representative Title

Martha A. Hornick

Subrecipient Name

4/11/23

Date

EXHIBIT J

**-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE-**

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature]
Subrecipient Representative Signature

Grafton County Attorney
Subrecipient's Representative Title

Martha A. Hornick
Subrecipient Name

7/11/23
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: J7LKLULNSM73

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Julie L Libby [responsible official], certify that

Grafton County Attorney's Office has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eoop.htm on

4/11/23 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Julie L Libby [official that completed training] has completed

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

4/11/23 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Martha A. Hornick
Name of Authorized Signor

Wlba
Signature

Grafton County Attorney
Title of Authorized Signor

4/11/23
Date

CERTIFICATE OF AUTHORITY

I, Martha McLeod, Clerk of the Grafton County Board of Commissioners do hereby certify that:

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

Martha Ann Hornick

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Grafton County Board of Commissioners this 28th day of March, 2023



Martha McLeod, Clerk
Grafton County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On this the 28th day of March, 2023, before me Julie L Libby, the undersigned officer, personally appeared Martha McLeod, who acknowledged their self to be the Clerk, Board of Commissioners for Grafton County, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Justice of the Peace/Notary Public
Commission Expires July 11, 2023
My Commission Expires July 11, 2023



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex[®]) is organized under the New Hampshire Revised Statutes Annotated, Chapter 6-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex[®] is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

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

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

Participating Member: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		Member Number: 603		Company Affording Coverage: NH Public Risk Management Exchange - Primex [®] Bow Brook Place 48 Donovan Street Concord, NH 03301-2624	
COVERAGE SCHEDULE					
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex [®] - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 10/13/2022 mpurcell@nhprimex.org
			Please direct inquiries to: Primex [®] Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Rockingham County Attorney's Office		1.4. Grantee Address 10 Route 125 Brentwood, NH 03833	
1.5. Grantee Phone # (603) 642-4249	1.6. Account Number 02-20-20-201510-247 9-072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$50,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Brian Chirichello</i>		1.12. Name & Title of Grantee Signor 1 Brian Chirichello, Chair, Board of Commissioners	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Jill Perlow</i> Assistant Attorney General, On: / / 5/15/23			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer, programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement; effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Rockingham County Attorney's Office as the Grantee (hereinafter referred to as "Subrecipient"), shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination

EXHIBIT A

in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

EXHIBIT A

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

EXHIBIT A

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier); the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de

EXHIBIT A

"de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct-victim services provided by the Victim/Witness Program to include expenses for personnel, fringe benefits, travel, training, and translation services.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$50,000.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE -

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement, execute the following Certification:

Certification Regarding Drug-Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

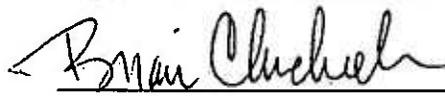
Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Rockingham County Attorney's Office
Subrecipient Name

July 1, 2023 – June 30, 2024
Period Covered by this Certification

Brian Chirichiello, Chair, Rockingham County Board of Commissioners
Name and Title of Authorized Subrecipient Representative


Subrecipient Representative Signature

04/20/2023
Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient); the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brian Chirichiello

Subrecipient Representative Signature

Chair, Rockingham County Board of Commissioners

Subrecipient's Representative Title

Brian Chirichiello
Subrecipient Name

04/20/2023
Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.



Subrecipient Representative Signature

Chair, Rockingham County Board of Commissioners
Subrecipient's Representative Title:

Brian Chirichiello
Subrecipient Name

04/20/2023
Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Subrecipient Representative Signature

Chair, Rockingham County Board of Commissioners

Subrecipient's Representative Title

Brian Chirichello

Subrecipient Name

04/20/2023

Date

EXHIBIT H

-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly. _____



Subrecipient Representative Signature

Chair, Rockingham County Board of Commissioners

Subrecipient's Representative Title

Brian Chirichello

Subrecipient Name

04/20/2023

Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing, or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).



Subrecipient Representative Signature

Chair, Rockingham County Board of Commissioners

Subrecipient's Representative Title

Brian Chirichiello
Subrecipient Name

04/20/2023
Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.1.1 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

Brian Chirichello

Chair, Rockingham County Board of Commissioners

Subrecipient Representative Signature

Subrecipient's Representative Title

Brian Chirichello

04/20/2023

Subrecipient Name

Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: MEHJWZTU3KK7

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO

____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

____ NO

____ YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Julie Hoyt [responsible official], certify that

Rockingham County Attorney's Office has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on

April 19, 2023 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Julie Hoyt [official that completed training] has completed

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

April 19th, 2023 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 31250.1-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

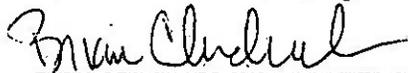
- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Brian Chirichiello
Name of Authorized Signor


Signature

Chair, Rockingham County Board of Commissioners
Title of Authorized Signor

04/20/2023
Date

Rockingham County

Brian Chirichiello, Chair
Steven Goddu, Vice Chair
Kathryn Coyle, Clerk
commissioners@co.rockingham.nh.us



Board of Commissioners
119 North Road
Brentwood, NH 03833
Telephone: 603-679-9350
Facsimile: 603-679-9354
www.co.rockingham.nh.org

CERTIFICATE OF AUTHORITY for the COUNTY of ROCKINGHAM

I, Kathryn Coyle, Clerk of the Rockingham County Board of Commissioners, do hereby certify that:

1. The Board of Commissioners authorizes the Chair of the Board of Commissioners to execute any documents which may be necessary to enter into contracts between the New Hampshire Department of Justice and the Rockingham County Attorney's Office;
2. This authorization was in full force and effect on the date the contract was signed by the County representative on April 20, 2023 and for a minimum of thirty days thereafter;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following now occupies the office indicated above: Brian Chirichiello

IN WITNESS WHEREOF, I have hereunto set my hand as the Commission Clerk this 20th day of April, 2023.

Kathryn Coyle
Clerk, Rockingham County Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Leila M. Mattila
Notary Public

LEILA M. MATTILA
Notary Public - New Hampshire
My Commission Expires August 18, 2026



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Rockingham County 119 North Road Brentwood, NH 03833	609	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply; If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			<input type="checkbox"/> Each Accident	
			<input type="checkbox"/> Disease - Each Employee	
			<input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/10/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



14755 North Outer Forty Drive, Suite 300
Chesterfield, Missouri 63017
(636) 449-7000

Certificate of Excess Insurance for Self-Insurer of Workers' Compensation and Employers Liability

To: Caroline Kelly
Administrator of Self-Insurance
New Hampshire Department of Labor
State Office Park South
95 Pleasant Street
Concord, NH 03301

Fax: (603) 271-6149
Phone: (603) 271-6172
Email: caroline.kelly@dol.nh.gov

This is to certify that an excess insurance policy has been issued as described below and is now in effect:

Name/Address: County of Rockingham
119 North Rd
Brentwood, NH 03833

Name of Insurer: Midwest Employers Casualty Company
Policy No.: EWC010088
Effective Date: 01/01/2023
Expiration Date: 01/01/2025
Insurer Cancellation Notice: 45 Days

Type of Insurance: Excess Insurance Policy for Self-Insurer of Workers' Compensation
and Employers Liability

Limits of Indemnity:	Coverage A. Workers' Compensation	STATUTORY
	Coverage B. Employers Liability	\$1,000,000
	Aggregate	N/A
Retention(s):	Specific	\$1,100,000
	Aggregate	N/A

Self-Insurer's Operations: Government

States of Self-Insurer's Operations: New Hampshire

Midwest Employers Casualty Company will give written notice in the event it cancels this policy to the party to whom this certificate is addressed.

Philip S. Welt

Authorized Representative

Countersignature

Date certificate issued: 12/30/2022

Endorsement Effective: 01/01/2023
Policy No.: EWC010088
Named Insured: County of Rockingham

New Hampshire Endorsement

This endorsement applies only to coverage provided by this Policy because New Hampshire is named in item 3 of the Schedule Page.

This Policy is changed to provide:

No. 1

This Policy ensures payment of Workers' Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workers' Compensation Law, the Insurer shall, at the direction of the Commissioner of Labor, deposit any money to be received by the Insured under the provisions of this Policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this Policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of then Insured unless incurred under Chapter 281 of the Workers' Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this Policy.

No. 4

If either party to this Policy desires to cancel said Policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the **Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.**

All other terms and conditions of this Policy are not changed. If this endorsement is issued after the Policy effective date, it must be signed by an Officer of the Insurer and countersigned by a Licensed Countersignature Agent of the Insurer in those States which require countersignature.

Item 4 of Section N. Commutation by Mutual Agreement of Part Four – Claims of this Policy is amended to read as follows:

4. If the commuted value determined by the appraiser above is not acceptable to both parties, they shall either abandon the commutation effort or agree to settle any difference using a panel of three actuaries, one to be chosen by each party, and a third chosen by the two so chosen. If the two actuaries fail to agree on the selection of a third actuary within sixty (60) days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of workers' compensation claims and shall be Fellows or Associates in the Casualty

Endorsement Effective: 01/01/2023
Policy No.: EWC010088
Named Insured: County of Rockingham

Actuarial Society. None of the actuaries shall have a financial interest in nor be a current or former employee of the parties, and all of the actuaries shall be disinterested in the outcome of the commutation.

Each party shall submit its case to its actuary within sixty (60) days of the appointment of the third actuary. The decision in writing of any two actuaries (from the panel of three), when filed with the parties hereto shall be final and binding on both parties and we shall pay the amount so determined to be the commuted value of the Claim or Claims. The expense of the actuaries and of the commutation shall be equally divided between both parties. Said commutation shall take place in a New Hampshire location or as mutually agreed upon by the parties.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to add the following sentence to the end of the section:

Our notification to you of cancellation, nonrenewal or extension of this Policy shall be provided to all insureds named in Schedule Item 2.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Philip S. Welt

[Signature]

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Belknap County Attorney's Office		1.4. Grantee Address 64 Court Street Laconia, NH 03246	
1.5 Grantee Phone # (603) 527-5440	1.6. Account Number 02-20-20-201510-2479- 072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$85,226
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Andrew B. Livernois, Belknap County Attorney	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Christopher Bond</i> Assistant Attorney General, On: / / 5/3/23			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Belknap County Attorney's Office as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2 The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or

EXHIBIT A

a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

EXHIBIT A

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

I. The recipient (and any subrecipient at any tier) must—

EXHIBIT A

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use

EXHIBIT A

the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel, travel, training and benefits.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

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 G-1 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$85,226.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Type text here

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

<u>Belknap County Attorney's Office</u>	<u>July 1, 2023 -- June 30, 2024</u>
Subrecipient Name	Period Covered by this Certification
<u>Andrew B. Livernois, Belknap County Attorney</u>	
Name and Title of Authorized Subrecipient Representative	
	<u>04/18/23</u>
Subrecipient Representative Signature	Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Subrecipient Representative Signature Belknap County Attorney
Subrecipient's Representative Title

Belknap County Attorney's Office 04/18/23
Subrecipient Name Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature

Belknap County Attorney
Subrecipient's Representative Title:

Belknap County Attorney's Office
Subrecipient Name

04/18/23
Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Belknap County Attorney

Subrecipient Representative Signature

Subrecipient's Representative Title

Belknap County Attorney's Office

04/18/23

Subrecipient Name

Date

EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.



Belknap County Attorney

Subrecipient Representative Signature

Subrecipient's Representative Title

Belknap County Attorney's Office

04/18/23

Subrecipient Name

Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

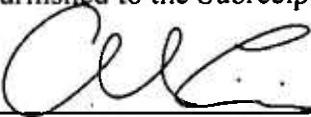
information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

	Belnap County Attorney
Subrecipient Representative Signature	Subrecipient's Representative Title

Belknap County Attorney's Office	04/18/23
Subrecipient Name	Date

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

Belknap County Attorney

Subrecipient Representative Signature

Subrecipient's Representative Title

Belknap County Attorney's Office

04/18/23

Subrecipient Name

Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: M7YJVT4G6SH5

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 x NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Andrew Livernois [responsible official], certify that

Belknap County Attorney's Office has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on

February 10, 2022 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Andrew B. Livernois [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

February 10, 2022 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Andrew B. Livernois

Name of Authorized Signor



Signature

Belknap County Attorney

Title of Authorized Signor

04/18/23

Date

CERTIFICATE OF AUTHORITY

I, Peter Spanos, Chairman of the Belknap County Board of Commissioners do hereby certify that:

(1) At a duly noticed meeting, held on April 17, 2023, the Board of Commissioners voted to enter into a grant agreement with the New Hampshire Department of Justice (Account No. 02-20-20150-2479-072-500574) for a total amount of \$85,226.00.

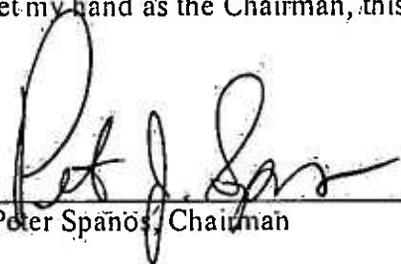
(2) The Board of Commissioners further authorizes the Belknap County Attorney to execute any documents which are necessary for this contract.

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

(4) The following person now occupies the office indicated above: Andrew B. Livernois.

(5) Andrew B. Livernois is authorized to sign the grant contract described above.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman, this 17 day of April 2023.


Peter Spanos, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 17 day of April 2023, before me, the undersigned officer, personally appeared Peter Spanos, who acknowledged himself to be the Chairman for the Belknap County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.


Justice of the Peace/Notary Public

Kelly A. Howland, Notary Public
State of New Hampshire
Expiration July 27, 2027



CERTIFICATE OF COVERAGE

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

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

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

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

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

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input checked="" type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

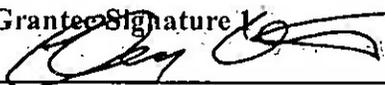
Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/10/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name County of Cheshire		1.4. Grantee Address 12 Court Street Keene, NH 03431	
1.5. Grantee Phone # (603) 355-3010	1.6. Account Number 02-20-20-201510-247 9-072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$50,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Christopher Coates, County Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Jill Perlow</i> Assistant Attorney General, On: <i>1/1</i> 5/15/23			
1.16. Approval by Governor and Council (if applicable): By: _____ On: <i>1/1</i>			

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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records; and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member, of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking, or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of, (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

County of Cheshire as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

EXHIBIT A

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

EXHIBIT A

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect

EXHIBIT A

cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS -

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$50,000.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

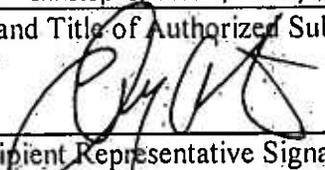
County of Cheshire	July 1, 2023 – June 30, 2024
Subrecipient Name	Period Covered by this Certification
Christopher Coates, County Administrator	
Name and Title of Authorized Subrecipient Representative	
	4/5/2023
Subrecipient Representative Signature	Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

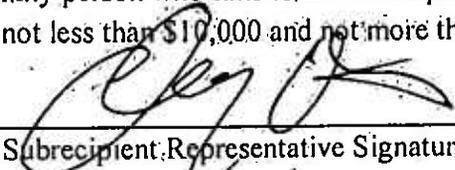
	County Administrator
Subrecipient Representative Signature	Subrecipient's Representative Title
Chris Coates	
County of Cheshire	4/5/2023
Subrecipient Name	Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

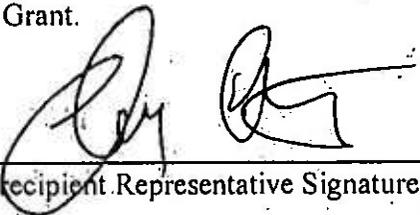
EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.



Subrecipient Representative Signature

County Administrator

Subrecipient's Representative Title:

Chris Coates
County of Cheshire

Subrecipient Name

4/5/2023

Date

EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.

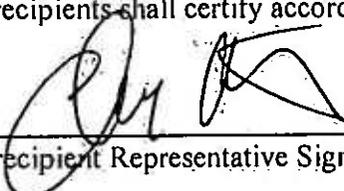
	County Administrator
Subrecipient Representative Signature	Subrecipient's Representative Title
Chris Coates	
County of Cheshire	4/5/2023
Subrecipient Name	Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination, In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title: descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM.#)
- 10) Total compensation and names of the top five executives if:

a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and

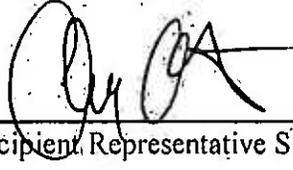
b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J



Subrecipient Representative Signature

County Administrator

Subrecipient's Representative Title

Chris Coates
County of Cheshire
Subrecipient Name

4/5/2023
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: RX31FLVKUVY3

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 ✓ NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Christopher Coates, County Administrator [*responsible official*], certify that

County of Cheshire has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on

12/30/2021 [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Sarah Hoskins, Victim-Witness Advocate [*official that completed training*] has completed

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

3/3/2022 [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

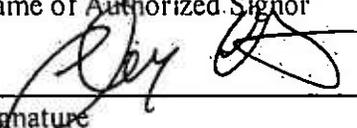
- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Christopher Coates

Name of Authorized Signor


Signature

County Administrator

Title of Authorized Signor

4/5/2023

Date



County of Cheshire

12 Court Street, Keene, NH 03431
www.co.cheshire.nh.us

CERTIFICATE OF VOTE

I, Terry M. Clark, Cheshire County Commissioner Clerk, do hereby certify that I am a duly elected Officer of the County of Cheshire. I hereby certify the following is a true copy of a vote taken at a meeting of the Commissioners of the County of Cheshire duly called and held on April 5, 2023 at which a quorum of the Commissioners were present and voting.

VOTED: That Commissioner Chair John "Jack" G. Wozmak, J.D. or County Administrator Christopher C. Coates are hereby authorized on behalf of the County of Cheshire to enter into the 2024 ARPA County of Cheshire, VOCA subaward SFY24 agreement with 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 to effect the purpose of this vote.

VOTED: That County Administrator Christopher C. Coates is hereby authorized on behalf of the County of Cheshire to enter into any subcontracts or subrecipient agreements as necessary to carry out the goals, objectives, and activities of the agreement.

VOTED: That Grants Manager Suzanne Bansley is hereby appointed as the authorized certifying official and primary contact and liaison with regards to the above referenced agreement and is hereby authorized on behalf of the County of Cheshire to certify or sign vouchers or requisitions for payments or claims to the agreement.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of the date of the execution of this document. 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 Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

Commissioner Clerk, Terry M. Clark

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 5th day of April, 2023 by Terry M. Clark.

Rodney Bouchard, Justice of the Peace
Commission Expires: 4/8/2025

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory; Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2023	1/1/2024	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe)			General Aggregate	\$ 5,000,000
<input type="checkbox"/>	Claims Made			Fire Damage (Any one fire)	
<input type="checkbox"/>	Occurrence			Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll: \$1,000			Aggregate	
<input type="checkbox"/>	Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

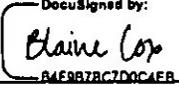
Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 5/15/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name City of Rochester		1.4. Grantee Address 31 Wakefield Street Rochester, NH 03867	
1.5. Grantee Phone # (603) 332-1167	1.6. Account Number 02-20-20-201510-247 9-072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$25,836
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1  Blaine Cox, City Manager		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: /s/ Christopher Bond		Assistant Attorney General, On: / / 4/25/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, or documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant 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 appropriate funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 intend of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A

-SPECIAL PROVISIONS-

City of Rochester as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment

EXHIBIT A

eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or

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nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEO Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEO) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEO or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEO reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eoop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use

EXHIBIT A

the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel and fringe benefits.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C**- PAYMENT TERMS-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$25,836.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

City of Rochester	July 1, 2023 – June 30, 2024
Subrecipient Name	Period Covered by this Certification
Blaine Cox City Manager	
Name and Title of Authorized Subrecipient Representative	
<small>DocuSigned by:</small>  <small>B4F8B78C7D0C4EB</small>	4/12/2023
Subrecipient Representative Signature	Date

DS


EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

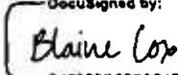
Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

City Manager

Subrecipient Representative Signature Subrecipient's Representative Title

Blaine Cox 4/12/2023
 City of Rochester

Subrecipient Name Date

EXHIBIT F**-DEBARMENT-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

DocuSigned by:
Blaine Cox
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City Manager

Subrecipient Representative Signature

Subrecipient's Representative Title:

Blaine Cox City of Rochester

4/12/2023

Subrecipient Name

Date

DS
BC

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

DocuSigned by:
Blaine Cox
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City Manager

Subrecipient Representative Signature

Subrecipient's Representative Title

Blaine Cox

City of Rochester

4/12/2023

Subrecipient Name

Date

DB
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EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.

DocuSigned by:
Blaine Cox
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City Manager

Subrecipient Representative Signature

Subrecipient's Representative Title

Blaine Cox

City of Rochester

4/12/2023

Subrecipient Name

Date

DS
BC

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

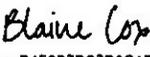
information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

<small>DocuSigned by:</small>  <small>B4F8B7BC700C4E9...</small>	City Manager
Subrecipient Representative Signature	Subrecipient's Representative Title

Blaine Cox	City of Rochester	4/12/2023
Subrecipient Name	Date	

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EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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EXHIBIT K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Kiersten Wright [responsible official], certify that

City of Rochester has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eoop.htm on

4/14/2023 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Kiersten Wright [official that completed training] has completed

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

4/13/2023 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Blaine Cox

 Name of Authorized Signor

DocuSigned by:
 Blaine Cox

 Signature B4F9B78C7D0C4EB...

City Manager

 Title of Authorized Signor

4/12/2023

 Date

DS
 BC

CERTIFICATE OF AUTHORITY

I, Cassie Givara, Deputy City Clerk for the City of Rochester, New Hampshire, do hereby certify that:

- (1) The City Council voted to accept funds and enter into an ARPA Victim Services (VOCA) grant agreement with the New Hampshire Department of Justice;
- (2) The City Council further authorized the City Manager to execute any documents that may be necessary for this contract;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Blaine Cox, City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy City Clerk of the City of Rochester, New Hampshire this 10th day of April, 2023..

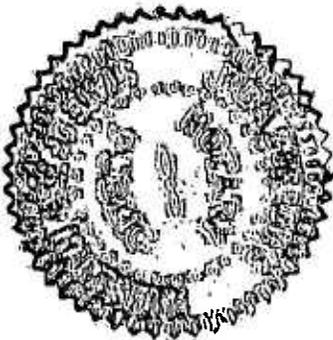
Cassie Givara

Cassie Givara, Deputy City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 10th day of April, 2023, before me, Jada Burrows, the undersigned officer, personally appeared Cassie Givara, who acknowledged herself to be the Deputy City Clerk for the City of Rochester, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Jada Burrows

Justice of the Peace/Notary Public

Commission Expiration Date: 3/9/27



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Rochester 31 Wakefield Street Rochester, NH 03867	Member Number: 280	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

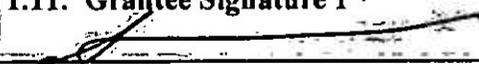
Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/5/2023 mpurcell@nhprimex.org
			Please direct Inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Sullivan County Attorney's Office		1.4. Grantee Address 14 Main Street Newport, New Hampshire 03773	
1.5. Grantee Phone # (603) 863-7950	1.6. Account Number 02-20-20-201510-247 9-072-500574	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$75,551
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Kathleen Carr	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: /s/ Christopher Bond Assistant Attorney General, On: / / 4.6.23			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Sullivan County Attorney's Office as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

EXHIBIT A

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

EXHIBIT A

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/oci/faq_eeop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must

EXHIBIT A

comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel and fringe benefits.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$75,551.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE -

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

(A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.
Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Subrecipients (6) - HHS Office July 1, 2023 – June 30, 2024
Subrecipient Name Period Covered by this Certification

Ms. Katherine Williams (6) HHS
Name and Title of Authorized Subrecipient Representative

[Signature] 07-03-2023
Subrecipient Representative Signature Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Subrecipient Representative Signature  Subrecipient's Representative Title

 Subrecipient Name 04-03-2023 Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

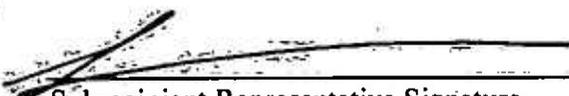
EXHIBIT F

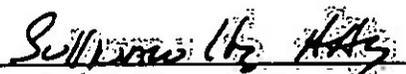
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature


Subrecipient's Representative Title:


Subrecipient Name

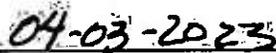

Date

EXHIBIT-H

-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.


Subrecipient Representative Signature


Subrecipient's Representative Title


Subrecipient Name

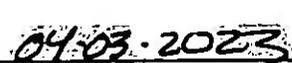

Date

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).


Subrecipient Representative Signature


Subrecipient's Representative Title


Subrecipient Name

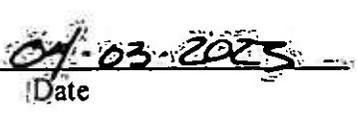

Date

EXHIBIT J.

**-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE-**

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

[Signature] Subrecipient Representative Signature Silvana G. Hys Subrecipient's Representative Title

MOE KATANA Subrecipient Name 04-03-2023 Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: NQ5KG7XE4A98

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

- Name: _____ Amount: _____

EXHIBIT-K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Mona Hathaway [responsible official], certify that

Sullivan County Attorney's Office has completed the EEO reporting tool

certification within the last two years at: <https://ojp.gov/about/ocr/faq/eeop.htm> on

12-09-2021 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Horner Decker [official that completed training] has completed

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

03-21-2022 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity, should print and complete a complaint form that can be found at: Civil Rights Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan; manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

CERTIFICATE OF VOTE/AUTHORITY

I, Joe Osgood of the Sullivan County, NH, do hereby certify that:

1. I am the duly elected Commissioner Clerk of the (Corporation:) Sullivan County, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates,
4. The following are true, accurate and complete copies of the resolutions duly adopted by the Corporation at a meeting of the Board of Commissioners held in accordance with New Hampshire State laws on Monday, April 3, 2023;

RESOLVED: That this Corporation may enter into any and all agreements and contracts, amendments, renewals, revisions, or modifications thereto, with the State of New Hampshire, acting through its Department of Justice, for grant funding of \$75,551 through the **FY2024 American Rescue Plan Act (ARPA) for Sullivan County Attorney's Office Victim Services.**

RESOLVED: That the County Attorney is hereby authorized on behalf of this corporation to enter into said agreements and contracts with the State of New Hampshire Department of Justice and to execute any and all documents, agreements, contracts, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate. Marc Hathaway is the duly elected County Attorney of the Corporation.

5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 3, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand as the Commissioner Clerk of the Sullivan County, NH this 3rd day of April 2023.

Joe Osgood

Joe Osgood, Board of Commissioner Clerk

STATE OF NH

COUNTY OF SULLIVAN

(SEAL OF COUNTY OF SULLIVAN, NH)

NOTARY:

The undersigned hereby certifies that the foregoing *Certificate of Vote* is the instrument described therein that the signatures and seal of Sullivan County on this Certificate of Vote are genuine.

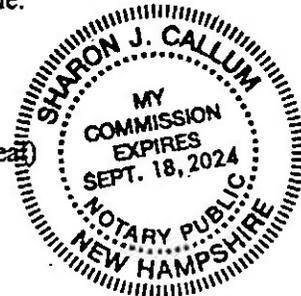
Sharon J. Callum Sharon J. Callum

Justice of the Peace/Notary Public

My commission expires:

9/18/2024

(Notary Seal)





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Sullivan County 14 Main Street Newport, NH 03773	Member Number: 606	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply; If Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301	Additional Covered Party _____	Loss Payee _____	Primex³ - NH Public Risk Management Exchange: By: <i>Mary Beth Purcell</i> Date: 3/27/2023 mpurcell@nhprimex.org Please direct Inquires to: Primex ³ Claims/Coverage Services: 603-225-2841 phone 603-228-3833 fax
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GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Victims, Inc., The Joan Ellis Victim Assistance Network		1.4. Grantee Address 107 Highland Street Rochester, NH 03867	
1.5 Grantee Phone # (603) 833-5135	1.6. Account Number 02-20-20-201510-2479 072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$85,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Patricia A. Rainboth</i>		1.12. Name & Title of Grantee Signor 1 <i>Patricia A. Rainboth, Executive Director</i>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Jill Perlow</i> Assistant Attorney General, On: / / 5/15/23			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents; all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date, the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Par
Date: 4/12/03

- approval of the undertaking or carrying out of such Project; shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE: In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS: The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts, or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH: No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing, by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Victims, Inc., The Joan Ellis Victim Assistance Network as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance

EXHIBIT A

Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement. (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will

EXHIBIT A

be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

EXHIBIT A

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

PAL
4/22/23

EXHIBIT A

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for victim services provided by the subrecipient including but not limited to expenses for personnel, benefits, supplies, and other expenses including, insurance, rent and utilities.
2. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID- 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
3. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
4. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

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 G-1 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$85,000.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

2021 GRANT VICTIMS, Inc. The Jean Eilis Victim

<u>Assistance Network</u>	<u>July 1, 2023 – June 30, 2024</u>
Subrecipient Name	Period Covered by this Certification
<u>Patricia A. Rasmuth, Executive Director</u>	
Name and Title of Authorized Subrecipient Representative	
<u>Patricia A. Rasmuth</u>	<u>4/22/23</u>
Subrecipient Representative Signature	Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

<u>Patricia A. Lambert</u>	<u>Executive Director</u>
Subrecipient Representative Signature	Subrecipient's Representative Title:
<u>Victims, Inc. The Joan Ellis Victim</u>	
<u>Assistance Network</u>	<u>1/22/23</u>
Subrecipient Name	Date

EXHIBIT H

-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.

2024 ARPA
Patricia A. Ramboeth *Executive Director*
Subrecipient Representative Signature Subrecipient's Representative Title
Victims, Inc. The Joan Ellis
Victim Assistance Network *4/22/23*
Subrecipient Name Date

EXHIBIT I

-Assurance-Of Compliance Nondiscrimination In Federally Assisted Programs

OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

<u>Patricia A. Lambuth</u>	<u>Executive Director</u>
Subrecipient Representative Signature	Subrecipient's Representative Title
<u>Victims, Inc. The Joan Ellis</u>	
Victim Assistance Network	<u>4/22/23</u>
Subrecipient Name	Date

2024 ARPA

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT J

ARRA 2024

Patricia A. Rambold
Subrecipient Representative Signature

Executive Director
Subrecipient's Representative Title

VICTIMS, INC; The Joan Ellis Victim

Assistance Network
Subrecipient Name

4/22/23
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: CJNWA73K1F65

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

EXHIBIT K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, KRISTEN EDWARDS [responsible official], certify that the Subrecipient has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on 5/10/22 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEO Training Requirements for Subrecipients

Patricia Rambooth [official that completed training] has completed the EEO training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: 5/10/22 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in-place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT-K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Patricia A. Rainboth
Subrecipient Representative Name

Patricia A. Rainboth
Signature

Executive Director
Title of Subrecipient Representative

4/22/23
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VICTIMS, INC., THE JOAN ELLIS VICTIM ASSISTANCE NETWORK is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 162425

Certificate Number: 0006216300



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority #.1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Tori Gertle hereby certify that I, am duly elected Clerk/Secretary/Officer of

Victims Inc. The Jean Ellis Victims Assistance Network
(Name)
(Name of Corporation)

hereby certify the following is a true copy of a vote taken at

a meeting of the Board of Directors/shareholders, duly called and held on March 5, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Patricia Rainboth, Executive Director (may list more than one person) is
(Name and Title)

2024 N-R Ph duly authorized to enter into contracts or agreements on behalf of
Victim's Inc, The Jean Ellis Victims Assistance Network with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: April 22, 2023

ATTEST: Kristina M. Guay, Secretary
(Name & Title)

Kristina M. Guay

KRISTINA M. GUAY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 20, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2023

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

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

PRODUCER Jenness And Jenness Agency, Inc. 571 Pickering Road PO Box 7337 Rochester NH 03839	CONTACT NAME: George Jenness
	PHONE (A/C, No, Ext): (603)332-3030 FAX (A/C, No): (603)332-3093 E-MAIL ADDRESS: gjenness@jennessinsurance.com
INSURED The Joan Ellis Victim Assistance Network PO Box 455 Rochester NH 03866-0455	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: MMG Insurance Company
	INSURER B: First Comp Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADOL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BP10892080	09/18/2022	09/18/2023	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/PROP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	WC0097279	10/06/2022	10/06/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Social Service organization

Excluded officers for Worker Compensation: John Donohue, Paul Rainboth, Nancy Higgins

CERTIFICATE HOLDER NH Dept of Justice 33 Capitol St Concord NH 03301-6397	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>George B. Jenness</i>
--	---

Fax: ACORD 25 (2014/01)

Email:

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Victims, Inc

The Joan Ellis Victim Assistance Network

Financial Statements

June 30, 2021 and 2020

Victims, Inc

The Joan Ellis Victim Assistance Network

Financial Statements

June 30, 2021 and 2020

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Independent Accountants' Review Report

To the Board of Directors of
Victims, Inc.
The Joan Ellis Victim Assistance Network

We have reviewed the accompanying financial statements of Victims, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Malone, Dirubbo & Company, P.C.
Laconia, New Hampshire

February 28, 2022

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statements of Financial Position
As of June 30,

ASSETS

	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 219,638	\$ 261,396
Grant receivable	16,657	19,939
Accounts receivable	3,666	-
Prepaid expenses	464	1,870
	<u>240,425</u>	<u>283,205</u>
PROPERTY AND EQUIPMENT		
Vehicles	33,875	20,644
Office equipment	2,385	9,737
	<u>36,260</u>	<u>30,381</u>
Total Property and Equipment	36,260	30,381
Less, accumulated depreciation	(2,127)	(29,884)
Net Property and Equipment	<u>34,133</u>	<u>497</u>
OTHER ASSETS		
Annuity	154,665	148,719
Certificate of deposit	158,894	62,928
Security deposit	100	100
	<u>313,659</u>	<u>211,747</u>
Total Other Assets	<u>313,659</u>	<u>211,747</u>
TOTAL ASSETS	<u>\$ 588,217</u>	<u>\$ 495,449</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 349	\$ 321
Long shot bonus payable	33,400	10,400
Payroll tax payable	4,120	2,298
	<u>37,869</u>	<u>13,019</u>
Total Current Liabilities	<u>37,869</u>	<u>13,019</u>
Net assets without donor restrictions	<u>550,348</u>	<u>482,430</u>
Total Net Assets	<u>550,348</u>	<u>482,430</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 588,217</u>	<u>\$ 495,449</u>

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statements of Activities
For the Years Ended June 30

	<u>2021</u>	<u>†</u>	<u>2020</u>	<u>†</u>
Support & Revenue				
Public contributions	\$ 7,835	0.8	\$ 5,401	0.8
Federal grants	84,519	7.9	84,800	12.9
Special events	673,080	63.2	405,917	61.5
Fundraising	16,634	1.6	7,000	1.1
Interest income	2,209	0.2	3,238	0.5
Investment income	5,947	0.6	5,722	0.9
Other Income	-	0.0	6,763	1.0
Gain on Sale of Assets	3,666	0.3	-	0.0
In-kind donations	270,305	25.4	140,740	21.3
	<u>1,064,195</u>	<u>100.0</u>	<u>659,581</u>	<u>100.0</u>
Total Support & Revenue				
Expenses				
Program services	385,586	36.2	250,526	38.0
Management and general	31,520	3.0	30,167	4.6
Fundraising	579,171	54.4	385,342	58.4
	<u>996,277</u>	<u>93.6</u>	<u>666,035</u>	<u>101.0</u>
Total Expenses				
INCREASE (DECREASE) IN NET ASSETS	<u>67,918</u>	<u>6.4</u>	<u>(6,454)</u>	<u>(1.0)</u>
NET ASSETS AT BEGINNING OF YEAR	<u>482,430</u>		<u>488,884</u>	
NET ASSETS AT END OF YEAR	\$ <u><u>550,348</u></u>		\$ <u><u>482,430</u></u>	

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statement of Functional Expense
For the Year Ended June 30, 2021

	Program Services	Management & General	Fundraising	Total	%
Salaries & wages - director	\$ 40,040	17,160	-	57,200	5.4
Salaries & wages - other	30,210	5,333	-	35,550	3.3
Donated services	262,805	-	-	262,805	24.7
Payroll taxes	5,567	1,570	-	7,137	0.7
Benefits	447	126	-	573	0.1
Dues & subscriptions	2,768	489	-	3,257	0.3
Health insurance	3,292	928	-	4,220	0.4
Insurance - worker's compensation	1,619	457	-	2,075	0.2
Insurance	-	512	-	512	0.1
Consultants/Contracts	2,763	400	-	3,250	0.3
Professional fees - other	5,100	900	-	6,000	0.6
Professional fees - accounting	4,030	713	-	4,750	0.4
Automobile expense	3,099	547	-	3,646	0.3
Office supplies	1,317	232	-	1,549	0.1
Printing & copying	1,525	269	-	1,794	0.2
Postage & shipping	642	113	-	755	0.1
Telephone	2,944	520	-	3,464	0.3
Utilities	3,099	600	-	4,507	0.4
Rent	11,400	-	-	11,400	1.1
Association dues	840	-	-	840	0.1
Depreciation	203	36	-	239	-
Equipment	1,063	100	-	1,250	0.1
Bank charges	-	253	-	253	-
Fundraising	-	-	2,091	2,091	0.2
Special events - bingo	-	-	577,000	577,000	54.2
Totals	\$ 385,506	\$ 31,520	\$ 579,171	\$ 996,277	93.6

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statement of Functional Expense
For the Year Ended June 30, 2020

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total</u>	<u>%</u>
Salaries & wages - director	\$ 40,600	17,400	-	58,000	0.8
Salaries & wages - other	28,850	4,950	-	33,800	5.0
Donated services	131,940	-	-	131,940	20.0
Payroll taxes	5,517	1,556	-	7,073	1.1
Benefits	542	153	-	695	0.1
Dues & subscriptions	1,214	214	-	1,428	0.2
Health insurance	3,095	873	-	3,968	0.6
Insurance - worker's compensation	1,965	554	-	2,520	0.4
Insurance	-	500	-	500	0.1
Professional fees - other	5,100	900	-	6,000	0.9
Professional fees - accounting	4,592	810	-	5,402	0.8
Automobile expense	2,706	477	-	3,183	0.5
Office supplies	929	164	-	1,093	0.2
Printing & copying	633	112	-	745	0.1
Postage & shipping	72	13	-	85	-
Telephone	2,914	514	-	3,428	0.5
Utilities	3,518	621	-	4,139	0.6
Rent	11,400	-	-	11,400	1.7
Association dues	2,400	-	-	2,400	0.4
Depreciation	202	36	-	238	-
Equipment	850	150	-	1,000	0.2
Conferences	94	17	-	110	-
Facilities	1,800	-	-	1,800	0.3
Bank charges	-	153	-	153	-
Misc Expense	393	-	-	393	0.1
Fundraising	-	-	1,497	1,497	0.2
Special events - bingo	-	-	303,845	303,845	50.2
Totals	\$ 250,526	\$ 30,167	\$ 315,342	\$ 666,035	101.0

See accompanying notes and independent accountants' review report.

Victims, Inc.
The Joan Ellis Victim Assistance Network
Statements of Cash Flows
For the Years Ended June 30

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 67,918	\$ (6,454)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	239	238
Unrecognized gain in annuity	(5,947)	(5,722)
(Increase) decrease in assets:		
Grants receivable	3,282	(575)
Accounts receivable	(3,666)	-
Prepaid expenses	1,406	(1,164)
Increase (decrease) in liabilities:		
Accounts payable	28	(274)
Accrued liabilities	24,822	3,793
	88,082	(10,158)
Net Cash Provided (Used) by Operating Activities		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(33,875)	
Certificate of deposit renewed to long-term	(95,966)	12,227
	(129,841)	12,227
Net Cash Provided (Used) by Investing Activities		
Net Increase (Decrease) in Cash and Cash Equivalents	(41,759)	2,069
Cash and Cash Equivalents at Beginning of Year	261,396	259,327
Cash and Cash Equivalents at End of Year	\$ 219,638	\$ 261,396

See accompanying notes and independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

Note 1 - Summary of Significant Accounting Policies

a. Organization

Victims, Inc. was incorporated in the State of New Hampshire on October 28, 1991 as a non-profit organization. Its office is located in East Rochester, New Hampshire, from where efforts are coordinated with law enforcement, fire emergency personnel, media, clergy, and others.

The Organization provides support services for victims and co-victims of crime and trauma. This support is in the form of information, advocacy, accompaniment through the judicial process, and referral services to other area providers.

b. Net Assets

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the organization's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization has elected to have all donor contributions with restrictions expiring in the same reporting period recorded as donor contributions without restrictions.

c. Grants and Awards

The Organization uses the accrual method of accounting for all significant items of revenue and expense. Grants are recorded when awarded. Restricted funds are accounted for in accordance with various donor and grantor requirements. The Organization receives a significant federal grant that may be affected by budget cuts, depending on the economy. Grants receivable are all current, there is no allowance for uncollectible grants receivable.

d. Tax Status

The Organization qualifies as a tax-exempt Organization under Section 501(c) (3) of the Internal Revenue Code and, therefore, has no provision for federal income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of section 509(a) of the code.

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

Note 1 - Summary of Significant Accounting Policies (continued)

e. Functional Expenses

Functional expenses have been allocated between program services and supporting services based on a combination of direct hours and management estimate of indirect expenses applicable to the program.

f. Federally Insured Limits

The Organization maintains its cash at several financial institutions. Accounts at each institution are secured by the Federal Deposit Insurance Corporation for up to \$250,000, in the aggregate. The Organization had no balances which exceeded insured limits as of June 30, 2021 and 2020.

g. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of one year or less to be cash equivalents.

h. Contributions

In accordance with generally accepted accounting principles, contributions received are recorded as with or without donor restricted support depending on the existence and/or nature of any donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restriction are reclassified as net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

i. Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized.

All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. Unconditional promises to give are expected to be realized in one year or less.

The Organization uses the allowance method to determine uncollectible promises receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. Uncollectible promises to give are expected to be insignificant.

j. Estimates

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

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

Note 1 - Summary of Significant Accounting Policies (continued)

k. Compensated Absences

The Organization's policy is to compensate employees for accrued vacation time at separation from employment. As of June 30, 2021, and 2020, there were no accrued compensated absences.

l. Income Taxes

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2021 and 2020.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

The Organization's policy is to classify income tax related interest and penalties in interest and other expenses, respectively.

m. Updated Presentation

In 2016 FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) - *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

n. Revenue Recognition

The Organization derives its revenue from grants and contributions received to support the programs and services they provide. The Organization offers free support services to the victims of crime and trauma.

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met.

The Organization has adopted Accounting Standards Update (ASU) No. 2018-08 Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605) as management believes the standard improves the usefulness and understandability of the Organization's financial reporting.

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

Note 1 - Summary of Significant Accounting Policies (continued)

In accordance with the ASU, the Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. Analysis of various provisions of this standard resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited financial statements were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the standard.

Note 2 - Availability and Liquidity

The following represents the Organization's financial assets at June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 219,638	\$ 261,396
Accounts receivable	3,666	-
Grant receivable	<u>16,657</u>	<u>19,939</u>
Financial assets available to meet general expenditures over the next twelve months	 <u>\$ 239,961</u>	 <u>\$ 281,335</u>

The Organization regularly monitors resources required to meet its operating needs. For purposes of analyzing resources available to meet general expenditures over a twelve-month period, the Organization considers all expenditures related to its ongoing activities. In addition, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. Refer to the statement of cash flow which identifies the sources and uses of the Organization's cash.

Note 3 - Property and Equipment

Donations of property and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long these donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Property and equipment are carried at cost. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes at rates based on the following estimated useful lives from 5 to 15 years.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation expense for the years ended June 30, 2021 and 2020 was \$239 and \$238, respectively.

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

NOTE 4 - Fair Value

Generally accepted accounting principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under are described below:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means

If the asset or liability has specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurements.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2021.

Cash, mutual funds and fixed income: Fair value is based upon quoted prices in active markets for identical assets and are reflected as Level 1.

The methods described above may provide a fair value calculation that may not be indicative of net realizable value or reflective of future fair values.

Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the hierarchy, the Organization's assets at fair value as of June 30, 2021:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Annuity	\$ <u>154,665</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>154,665</u>
Total	\$ <u>154,665</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>154,665</u>

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

NOTE 4 - Fair Value (continued)

The following table sets forth by level, within the hierarchy, the Organization's assets at fair value as of June 30, 2020:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Annuity	\$ 148,719	\$ -	\$ -	\$ 148,719
Total	<u>\$ 148,719</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 148,719</u>

Note 5 - In-Kind Support

Donated services for coverage of the Trauma Intervention Volunteer program, trainers, and facilitators have been reflected in the financial statements as support and expense for the years ended June 30, 2021 and 2020. The estimated value of the trauma intervention volunteer program and trainers was determined based upon volunteer hours at \$15 and \$15, respectively. The estimated value of the trauma intervention trainers was determined based upon volunteer hours at \$25. Total value recorded for the years ended June 30, 2021 and 2020 were \$262,805 and \$131,940, respectively.

Other in-kind donations consist of bookkeeping, meals, printing, maintenance and use of facilities totaling \$7,500 and \$8,800, respectively.

For the years ended June 30, 2021 and 2020, there were approximately 1,423 and 5,297 hours of volunteer time for bingo, yard sales, and other events, that are not reflected in the financial statements. No amounts have been included in these financials statements of in-kind goods consisting of office supplies, and fund raiser donations, as the value of such items is considered immaterial.

Note 6 - Concentrations

The Organization's source of revenue and support is as follows:

	<u>2021</u>	<u>2020</u>
Grants	16.6	12.9
Contributed support	1.1	1.1
Fundraising	80.6	84.7
Investment income	<u>1.7</u>	<u>1.3</u>
Total	100.0	100.0

In order to provide a more meaningful comparability, the Organization has excluded in-kind donations from the calculation. The services provided by the Organization are primarily from grants and fundraising.

Note 7 - Lease Contracts

The Organization leases office facilities in East Rochester, New Hampshire. The lease is on a month-to-month basis. The total rent expense for the years ended June 30, 2021 and 2020 was \$11,400.

On July 1, 2016 the Organization entered into a rental contract with Dover Amusement Group, LLC for the use of its facilities located in Dover, New Hampshire. The rental rate is \$4.00 per capita, per night for attending Bingo

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

Note 7 - Lease Contracts (continued)

players. The lease shall continue for a period of one year from the date of commencement and automatically renew for another year unless written notice is given 90 days prior to the expiration of the agreement.

On April 16, 2019 the Organization entered into an equipment lease agreement with Wells Fargo. The lease is payable at \$100 monthly for 48 months. For the years ended June 30, 2021 and 2020 equipment lease expense was \$1,200 and \$1,200, respectively.

The following is a schedule of future minimum rental payments required under the above operating leases as of June 30, 2021:

Year Ending June 30,	Amount
2022	\$ 1,200
2023	900
2024	<u>0</u>
	<u>\$ 2,100</u>

Note 8 - Annuity

In 2003, the Organization transferred \$75,000 to a flexible premium deferred annuity at an initial rate of 6%, with a guaranteed rate of 4%. The current interest rate is determined by the company from time to time and will never be less than the guaranteed rate. The cash surrender value of the annuity at June 30, 2021 and 2020 was \$154,665 and \$148,719, respectively. The change in the cash surrender value from year to year is recorded as investment income in the statement of activities.

Note 9 - State Requirement

Pursuant to the State of New Hampshire statutes governing gaming, carryover amounts are required to be held in separate bank accounts. Accordingly, the Organization maintains a separate account and reports the activity to the State on its monthly reports.

Note 10 - Victims of Crime Act

As a sub-recipient of funds from the Victims of Crime Act (VOCA), the Organization is required to report all expenses paid for with VOCA funds. The Organization's expenses paid with VOCA funds for the year ended June 30, 2021 are as follows:

	<u>2021</u>
Personnel	\$ 57,200
Fringe benefits	9,053
Supplies	2,308
Contracts	3,250
Other	<u>12,708</u>
Total	<u>\$ 84,519</u>

See independent accountants' review report.

Victims, Inc
The Joan Ellis Victim Assistance Network
Notes to Financial Statements
June 30, 2021 and 2020

Note 11 - Related Party

During the fiscal year ended June 30, 2020, the Organization turned over operations for its bingo fundraising activities to a business owned by a member of the board of directors. In return for hosting and staffing the bingo events twice a week, the board member's business receives twenty-five percent of the net profit generated by the events. Amounts received by the board member's business totaled \$52,243 and \$26,319 for the years ended June 30, 2021 and 2020 respectively.

Note 12 - PPP Loan Forgiveness

For the year ending June 31, 2020 PPP funds were received in the amount of \$6,763 and treated as a grant in the year of receipt. The grant was for given on November 20, 2020.

Note 13 - Subsequent Events

Management has evaluated subsequent events through February 28, 2022 the date the financial statements were available to be issued.

VICTIMS, INC. EXECUTIVE BOARD MEMBERS AND AFFILIATION - 2023

KRISTEN EDWARDS – SAFETY INSURANCE

KRISTINA GUAY - UNITIL

TORI GERLT – RESILIENT BUILDINGS GROUP

MICHAEL CICCHETTI – RETIRED SUPERINTENDENT OF SCHOOLS

NANCY HIGGINS – RETIRED SCHOOL TEACHER

MATTHEW CRAVENS – PORTSMOUTH NAVAL SHIPYARD

Victim's Inc

Salaries Of Key Personnel For the Time Period From 7/1/2022-6/30/2023

Director Patricia Rainboth \$60,755.00

Victim's Advocate to be hired \$34,568.00

PATRICIA ANN LAWRENCE RAINBOTH

EMPLOYMENT Executive Director of VICTIMS, INC., October 1991-present
Assistant Director N.H. DWI prevention Council, 2/86 to 9/91.
Community School Coordinator for Rochester Schools, 4/76 to
6/94
Dr. Thomas Gordon Effectiveness Training Instructor 6/76-present
Correspondent for "Rochester Courier", 2/76 to 6/86

EDUCATION Graduate of Oneida High School, Oneida, N.Y. Class of 1956
New York State Regents Diploma, 1956
Journalism Classes, Syracuse University, 1955 and 1956
Dr. Thomas Gordon's Advanced Instructor Training, University of
Massachusetts, Amherst, 1977
Community Organization Techniques, Salve Regina College, 1978
Death & Dying, Elizabeth Kubler Ross, University of Maine, 1979
N.E. School of Alcohol Studies, University of Rhode Island, 1985
All Lifesavers Conferences, 1986-2019
NOVA, Victim Advocacy, University of Maine at Portland, 1986
NOVA, Victim Advocacy, Hyannis, MA, 1988
Motivational Workshops, Foxboro, MA, 1988
N.E. School of Addiction Studies, Colby College, 1989
Grief and Addictions, Edgehill, Newport, R.I., 1989
Driver Fatigue Conference, Orlando, FL, 1997
Association of Traumatic Stress Specialists Conference, Oklahoma
City, 1998
Loss & Transition Conference, Springfield, MA, 1997-1998
Substance Abuse & Addictions, University of Vermont,
Burlington, 2010
Courses on grief and loss annually, 1991 to present

AFFILIATIONS Member: St. Mary's Church, Rochester, 1969-present
Member: Rochester Area Family Support Team, 1976-present
Chair: Rochester Chemical People Task Force, 1983-present
Member: Remove Intoxicated Drivers (RID), 1986-present
Member: National Organization of Victim Assistance (NOVA),
1986-present.
Member: Rochester Chamber of Commerce, 1991-present
Member: Strafford County Family Violence Council, 1992-1998
Member of Rochester Business & Professional Women, 1993-

2014

Member: Rochester Crimeline, 1993-1997
Member: Community Alliance for Teen Safety, 1995-2000
Member: Pathways to Success, Rochester Schools, 1996-2000
Member: Trauma & Disaster Committee, Frisbie Memorial Hospital, 1996-2014
Member: Underage Drinking Task Force, 1997-2001
Member: Rockingham County Law Enforcement Association, 1993-present
Member American Academy of Bereavement, 1998 - present
Member Traffic Safety Commission, 2000-present
Member Governor's Task Force on Motor Vehicle Fatalities, 2004
Member Governor's Crime Commission, 2007
Member Governor's DWI Study Committee, 2010-2011
Member Youth Suicide Prevention Assembly, 2012 – present
Member SOS Recovery Community 2015- present

**SPECIAL
RECOGNITION**

Rochester's Outstanding Woman, 1976
Represented the Diocese of Manchester at "A Call To Action" in Detroit, 1976
Chosen one of fifty top Effectiveness Training Instructors in the World, 1985
Bud Carlsen Community Service Award, 1990
Rochester BPW Woman of Achievement Award, 1993
New Hampshire Champion for Children Award, 1994
National Crime Victim Service Award, 1994
Peg McGarity Award of Outstanding Volunteer Management Presented by Governor Jeanne Shaheen, 1997
Citizen Ambassador to China as Highway Safety Leader, 1997
Public Service Award, Eastern NH Pomona Grange, 1998
Public Service Award, National Highway Safety Administration, 2000
Certificate of Recognition, VFW Auxiliary, 2001
Distinguished Service Award, Rochester Jaycees, 2002
Appreciation for Public Service in the Field of Highway Safety

Award, 2004

Granite State Award, UNH 2011
Civic Leader Award, Salvation Army, 2012
2019 Citizen of Year, Rochester Chamber of Commerce

REFERENCES

Furnished upon request.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Lakes Region Community Services Council		1.4. Grantee Address 719 North Main Street Laconia, NH 03246	
1.5. Grantee Phone # (603) 581-1571	1.6. Account Number 02-20-20-201510-247 9-072-500575	1.7. Completion Date 06/30/2024	1.8. Grant Limitation \$133,550
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Rebecca L. Bryant, President & CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G&C approval required) By: Christopher Bond Assistant Attorney General, On: 5/3/23			
1.16. Approval by Governor and Council (if applicable) By: On: 4/1/23			

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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED: Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire; if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer, programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date, the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand; or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE:**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

-SPECIAL PROVISIONS-

Lakes Region Community Services Council as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify 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 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.

2. The Subrecipient 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 federal financial assistance and after a due process hearing against the Subrecipient 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding

EXHIBIT A

Environmental Tobacco Smoke; Assurance of Compliance, Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.

14. PROCUREMENT

Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2023, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) "(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

EXHIBIT A

B. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility; and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

EXHIBIT A

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The subrecipient agrees to submit quarterly performance reports

On the performance metrics identified by NHD0J, and in the manner required by NHD0J. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. The EEOP reporting tool and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm.

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must

EXHIBIT A

comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided for direct victim services by the subrecipient through a collaboration to include the Family Resource Center of Central New Hampshire and the Greater Tilton Area Family Resource Center using an adverse childhood experiences response, which is a coordinated system of support focused specifically on responding and providing services to children affected by trauma as the result of crime.
2. The Subrecipient shall be reimbursed by the DOJ based on expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
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 G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$133,550.00 of the total Grant Limitation from Governor and Council approval or 07/01/2023, whichever is later, to 06/30/2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

-DRUG-FREE WORKPLACE-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.
Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Rebecca L. Bryant President & CEO Lakes Region Community Services	July 1, 2023— June 30, 2024 Period Covered by this Certification
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Name and Title of Authorized Subrecipient Representative


Subrecipient Representative Signature

4/13/23
Date

EXHIBIT E

-LOBBYING-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

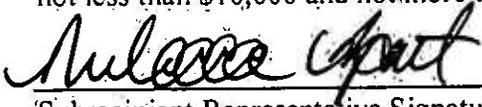
Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Subrecipient Representative Signature

Rebecca L. Bryant
Subrecipient's Representative Title
President & CEO
Lakes Region Community Services

4/13/23

Subrecipient Name

Date

EXHIBIT F

-DEBARMENT-

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.1.1 and 1.1.2 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

EXHIBIT F

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature

Rebecca L. Bryant
President & CEO
Lakes Region Community Services
Subrecipient's Representative Title

Subrecipient Name

4/13/23
Date

EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Subrecipient Representative Signature

Rebecca L. Bryant President & CEO Lakes Region Community Services

Subrecipient's Representative Title

Subrecipient Name

Date

4/13/23

EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.


Subrecipient Representative Signature

Rebecca L. Bryant President & CEO Lakes Region Community Services Subrecipient's Representative Title
--

Subrecipient Name

4/13/23
Date

EXHIBIT I

Assurance Of Compliance Nondiscrimination In Federally Assisted Programs OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Subrecipient agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).


Subrecipient Representative Signature

Rebecca L. Bryant
President & CEO
Lakes Region Community Services
Subrecipient's Representative Title

Subrecipient Name

4/13/23

Date

EXHIBIT J

**-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE-**

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Rebecca Bryant [responsible official], certify that

Lakes Region Community Services Council has completed the EEO reporting tool certification within the last two years at: <https://ojp.gov/about/ocr/faq-eeop.htm> on

4-28-2022 [date]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs, Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Shelley Kelleher [official that completed training] has completed the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

4-28-2022 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that the Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application:

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications, provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

<p>Rebecca L. Bryant President & CEO Lakes Region Community Services</p>

Name of Authorized Signor

Title of Authorized Signor

Rebecca Bryant
Signature

4/13/23
Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109

Certificate Number: 0006198348



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jeanin Onos, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Lakes Region Community Services Council.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 31, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Rebecca L. Bryant (may list more than one person).
(Name and Title of Contract Signatory)

Is duly authorized on behalf of Lakes Region Community Services Council to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments, and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/13/2023

Jeanin Onos
Signature of Elected Officer
Name: Jeanin Onos
Title: Treasurer

Shelley A. Kelleher
SHELLEY A. KELLEHER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 1, 2027
4/13/2023



District
Director

001 11-10-97

10 MetroTech Center
625 Fulton St., Brooklyn, NY 11201

Date: **OCT 09 1997**

Lakes Region Community
Services Council
Post Office Box 509
Laconia, NH 03247-0509

Person to Contact:
Patricia Holub
Contact Telephone Number:
(718) 488-2333
EIN: 02-0329795

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Lakes Region Community Services Council.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

(Patricia Holub)

Patricia Holub
Manager, Customer
Service Unit

Name of Organization: Lakes Region Community
Services Council

Date of Exemption Letter: May 1978

Exemption granted pursuant to section 501(c)(3) of the Internal Revenue Code.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Financial Statements

LAKES REGION COMMUNITY SERVICES
COUNCIL, INC.

**FOR THE YEARS ENDED
JUNE 30, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND
INTERNAL CONTROL**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Lakes Region Community Services Council, Inc.

Opinion

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2022.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2022 and 2021, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Lakes Region Community Services Council, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lakes Region Community Services Council, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lakes Region Community Services Council, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 21-23 is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 12, 2022, on our consideration of Lakes Region Community Services Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lakes Region Community Services Council, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2021 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 13, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leanne McDonnell & Roberts,
Professional Association*

Wolfeboro, New Hampshire
October 12, 2022

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 6,389,493	\$ 7,525,100
Accounts receivable:		
Medicaid	1,766,274	1,682,904
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2022 and 2021	248,249	214,658
Prepaid expenses	<u>238,869</u>	<u>40,921</u>
Total current assets	<u>8,642,885</u>	<u>9,463,583</u>
PROPERTY AND EQUIPMENT, NET	<u>3,012,704</u>	<u>3,222,732</u>
OTHER ASSETS		
Due from affiliates, net	112,783	-
Deposits	<u>35,779</u>	<u>35,779</u>
Total other assets	<u>148,562</u>	<u>35,779</u>
Total assets	<u>\$ 11,804,151</u>	<u>\$ 12,722,094</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 1,197,843	\$ 1,178,111
Accrued salaries, wages, and related expenses	629,977	1,019,729
Accrued earned time	326,707	341,492
Refundable advances	1,640,567	822,766
Other accrued expenses	<u>121,192</u>	<u>177,139</u>
Total current liabilities	<u>3,916,286</u>	<u>3,539,237</u>
LONG TERM LIABILITIES		
Due to affiliates, net	-	<u>1,635,605</u>
Total long term liabilities	-	<u>1,635,605</u>
Total liabilities	<u>3,916,286</u>	<u>5,174,842</u>
NET ASSETS		
Without donor restrictions	6,736,576	6,345,800
With donor restrictions	<u>1,151,289</u>	<u>1,201,452</u>
Total net assets	<u>7,887,865</u>	<u>7,547,252</u>
Total liabilities and net assets	<u>\$ 11,804,151</u>	<u>\$ 12,722,094</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2022</u>	<u>2021</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,398,521	\$ -	\$ 1,398,521	\$ 1,456,334
Medicaid	25,205,436	-	25,205,436	23,598,558
Client resources	127,642	-	127,642	103,687
Other third party payers	1,173	-	1,173	3,150
Public support	723,869	-	723,869	580,458
Private foundations	45,947	-	45,947	143,618
Production/service income	86,840	-	86,840	85,979
Investment	2,796	-	2,796	4,917
State of New Hampshire - DDS	1,366,441	-	1,366,441	1,352,063
Management fees	14,400	-	14,400	14,400
Paycheck Protection Program loan forgiveness	-	-	-	2,739,774
Other	1,607,539	-	1,607,539	1,382,750
	<u>30,580,604</u>	<u>-</u>	<u>30,580,604</u>	<u>31,465,688</u>
Total revenues				
Expenses				
Program services				
Service coordination	1,365,412	-	1,365,412	1,421,530
Day programs	2,420,747	-	2,420,747	2,830,723
Early intervention	688,117	-	688,117	698,801
Enhanced family care	3,366,605	-	3,366,605	3,592,782
Community options	192,798	-	192,798	211,753
Community residences	12,686,886	-	12,686,886	11,349,551
Transportation	44,220	-	44,220	45,642
Family support	5,030,128	-	5,030,128	4,322,942
Other DDS	-	-	-	8,690
Other programs	1,701,785	-	1,701,785	1,533,162
Supporting activities				
General management	2,549,205	50,163	2,599,368	5,100,398
Fundraising	143,925	-	143,925	128,123
	<u>30,189,828</u>	<u>50,163</u>	<u>30,239,991</u>	<u>31,244,097</u>
Total expenses				
CHANGE IN NET ASSETS	390,776	(50,163)	340,613	221,591
NET ASSETS, BEGINNING OF YEAR	<u>6,345,800</u>	<u>1,201,452</u>	<u>7,547,252</u>	<u>7,325,661</u>
NET ASSETS, END OF YEAR	<u>\$ 6,736,576</u>	<u>\$ 1,151,289</u>	<u>\$ 7,887,865</u>	<u>\$ 7,547,252</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 880,344	\$ 1,525,023	\$ 476,237	\$ 223,923	\$ 135,688
Employee benefits	196,569	341,108	110,262	50,387	30,101
Payroll taxes	62,681	113,076	35,097	15,831	9,252
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	101,924	-	-	3,026,042	-
Accounting/auditing	-	-	-	-	-
Legal	14,668	-	-	-	-
Subcontract services	2,000	-	20,799	-	-
Other professional fees	39,588	-	-	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	544	-
Conference/conventions	2,250	-	-	-	-
Other staff development	-	(125)	50	-	-
OCCUPANCY COSTS					
Rent	-	70,209	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	10,525	-	-	-
Repairs and maintenance	-	1,498	-	105	-
Other occupancy costs	34,935	30,601	28,217	11,785	2,525
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	4,373	6,390	1,430	484	251
Building/household	349	732	-	-	-
Client	1,185	1,711	-	13,202	-
Medical supplies	167	375	-	56	-
ASSISTANCE TO INDIVIDUALS	8,829	55	-	73	-
PRODUCT SALES	-	9,093	-	-	-
EQUIPMENT RENTAL	-	-	-	-	-
EQUIPMENT MAINTENANCE	-	345	-	390	-
DEPRECIATION	-	4,171	-	-	-
ADVERTISING	-	37	-	2,233	-
PRINTING	-	-	-	2,434	-
TELEPHONE	18	7,073	-	39	-
POSTAGE	-	-	-	-	-
TRANSPORTATION	13,079	245,165	16,025	16,791	14,981
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	-	7,614	-	-	-
CLIENT PAYMENTS	-	40,986	-	-	-
CONTRIBUTIONS	-	-	-	-	-
OTHER	2,453	5,085	-	2,286	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,365,412</u>	<u>\$ 2,420,747</u>	<u>\$ 688,117</u>	<u>\$ 3,366,605</u>	<u>\$ 192,798</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Family Support</u>	<u>Transportation</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 3,689,216	\$ 1,186,851	\$ 23,321	\$ -	\$ 1,223,653
Employee benefits	809,521	258,417	5,457	-	336,671
Payroll taxes	279,355	87,508	1,747	-	94,655
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	161,357	2,552,763	-	-	900
Accounting/auditing	-	-	-	-	90,264
Legal	-	-	-	-	14,782
Subcontract services	6,588,158	612,487	-	-	358
Other professional fees	-	6,681	-	-	174,850
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	95	-	-	-	421
Conference/conventions	-	-	-	-	7,459
Other staff development	3,850	830	-	-	25,683
OCCUPANCY COSTS					
Rent	161,078	-	-	-	-
Mortgage payments	9,053	-	-	-	-
Utilities	108,965	-	-	-	53,491
Repairs and maintenance	66,561	-	-	-	110,467
Other occupancy costs	197,026	12,324	-	-	(308,055)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	19,758	73	248	-	45,068
Building/household	25,938	-	-	-	1,226
Client	116,686	1,051	18	-	8,330
Medical supplies	7,386	4,562	10	-	4,557
ASSISTANCE TO INDIVIDUALS	460	44,597	-	-	821
PRODUCT SALES	40	-	-	-	-
EQUIPMENT RENTAL	-	-	-	-	25,553
EQUIPMENT MAINTENANCE	9,804	-	-	-	17,087
DEPRECIATION	19,527	-	7,986	-	209,533
ADVERTISING	-	136	-	-	69,469
PRINTING	-	-	-	-	7,964
TELEPHONE	11,074	-	-	-	47,729
POSTAGE	-	-	-	-	20,244
TRANSPORTATION	96,057	195,265	5,420	-	3,192
INSURANCE	-	-	-	-	112,456
MEMBERSHIP DUES	-	56,798	-	-	61,737
CLIENT PAYMENTS	831	-	13	-	3,521
CONTRIBUTIONS	-	-	-	-	71,000
OTHER	305,090	9,785	-	-	64,282
TOTAL FUNCTIONAL EXPENSES	<u>\$ 12,686,886</u>	<u>\$ 5,030,128</u>	<u>\$ 44,220</u>	<u>\$ -</u>	<u>\$ 2,599,368</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2022 Totals</u>	<u>2021 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 94,078	\$ 9,458,334	\$ 1,088,561	\$ 10,546,895	\$ 10,867,669
Employee benefits	21,044	2,159,537	240,706	2,400,243	2,808,324
Payroll taxes	7,058	706,260	79,426	785,686	716,513
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	604
Client treatment & therapies	-	5,842,986	24,660	5,867,646	5,847,130
Accounting/auditing	-	90,264	-	90,264	117,631
Legal	-	29,450	-	29,450	7,299
Subcontract services	-	7,223,802	63,477	7,287,279	6,189,185
Other professional fees	5,394	226,513	5,000	231,513	213,698
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	530	1,590	-	1,590	642
Conference/conventions	7,369	17,078	1,000	18,078	3,656
Other staff development	-	30,288	21,200	51,488	81,150
OCCUPANCY COSTS					
Rent	-	231,287	-	231,287	268,318
Mortgage payments	-	9,053	-	9,053	8,414
Utilities	-	172,981	-	172,981	159,199
Repairs and maintenance	-	178,631	-	178,631	167,473
Other occupancy costs	-	9,358	100,190	109,548	123,203
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	862	78,937	13,621	92,558	65,243
Building/household	-	28,245	37	28,282	20,612
Client	318	142,501	497	142,998	131,306
Medical supplies	-	17,113	-	17,113	17,874
ASSISTANCE TO INDIVIDUALS	-	54,835	14,318	69,153	43,540
PRODUCT SALES	-	9,133	-	9,133	7,960
EQUIPMENT RENTAL	-	25,553	-	25,553	22,191
EQUIPMENT MAINTENANCE	-	27,626	-	27,626	32,656
DEPRECIATION	-	241,217	1,332	242,549	278,474
ADVERTISING	1,058	72,933	1,520	74,453	30,934
PRINTING	3,122	13,520	-	13,520	5,217
TELEPHONE	-	65,933	-	65,933	71,488
POSTAGE	290	20,534	39	20,573	24,841
TRANSPORTATION	310	606,285	39,021	645,306	588,114
INSURANCE	-	112,456	-	112,456	108,071
MEMBERSHIP DUES	170	126,319	4,075	130,394	103,484
CLIENT PAYMENTS	-	45,351	1,114	46,465	54,376
CONTRIBUTIONS	-	71,000	-	71,000	1,760,000
OTHER	2,322	391,303	1,991	393,294	297,608
TOTAL FUNCTIONAL EXPENSES	\$ 143,925	\$ 28,538,206	\$ 1,701,785	\$ 30,239,991	\$ 31,244,097

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 340,613	\$ 221,591
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	242,549	278,474
Loan forgiveness income	-	(2,789,774)
(Increase) decrease in assets:		
Accounts receivable	(116,961)	1,107,307
Prepaid expenses	(197,948)	12,677
Deposits	-	2,000
Increase (decrease) in liabilities:		
Accounts payable	19,732	66,167
Accrued salaries, wages, and related expenses	(389,752)	402,768
Accrued earned time	(14,785)	5,534
Refundable advances	817,801	662,215
Other accrued expenses	(55,947)	(203,657)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>645,302</u>	<u>(234,698)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(32,521)</u>	<u>(46,789)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(32,521)</u>	<u>(46,789)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease (increase) in due from affiliates	(112,783)	79,985
Increase (decrease) in due to affiliates	<u>(1,635,605)</u>	<u>1,635,605</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES NET	<u>(1,748,388)</u>	<u>1,715,590</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(1,135,607)	1,434,103
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>7,525,100</u>	<u>6,090,997</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 6,389,493</u>	<u>\$ 7,525,100</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Council have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Council to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Council. These net assets may be used at the discretion of the Council's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Council or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of June 30, 2022 and 2021, the Council had net assets with donor restrictions and net assets without donor restrictions.

Cash and Cash Equivalents

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Other Events

The Council's operations could be impacted should the disruptions from the novel coronavirus (COVID-19) lead to changes in client behavior. The COVID-19 impact on the capital markets could also impact the Council's cost of borrowing. There are certain limitations on the Council's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 4.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as net assets without donor restrictions.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2022 and 2021.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive new revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

The Council records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2022 and 2021:

Day Services – The Council provides certain services which range from birth through lifespan. Examples of these services are early supports and services, respite, family support, in home supports, service coordination, employment services, supported independent living, non-medical support for the elderly in their home, and self-directed services. All revenue is recognized upon completion of the service.

Residential Services – The council provides certain residential assistance through contractual arrangements with other vendor providers as well as the shared family living model and Lakes Region Community Services staffed homes with 24-hour supervision. All revenue is recognized upon completion of the service.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements.

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Direct assignment
All other expenses	Direct assignment

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncement

As of July 1, 2021, the Council adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets (Topic 958), as amended. ASU 2020-07 applies to the presentation and disclosure of nonfinancial assets received by not-for-profit organizations and increases transparency of such contributions. Results for reporting the years June 30, 2022 and 2021 are presented under FASB ASC Topic 958. The ASU has been applied retrospectively to all periods presented, with no material effect on previously issued financial statements.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

2. LIQUIDITY AND AVAILABILITY

The following represents the Council's financial assets as of June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 6,389,493	\$ 7,525,100
Accounts receivable:		
Medicaid	1,766,274	1,682,904
Other, net	248,249	214,658
Deposits	<u>35,779</u>	<u>35,779</u>
Total financial assets	<u>\$ 8,439,795</u>	<u>\$ 9,458,441</u>
Less amounts not available to be used within one year:		
Deposits	<u>\$ 35,779</u>	<u>\$ 35,779</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 8,404,016</u>	<u>\$ 9,422,662</u>

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$7.4 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. PROPERTY AND EQUIPMENT

As of June 30, 2022 and 2021, property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Buildings and improvements	\$ 4,195,336	\$ 4,184,136
Leasehold improvements	397,215	397,215
Furniture, fixtures and equipment	837,434	837,434
Vehicles	173,352	173,352
Construction in process	21,321	-
Land	<u>152,200</u>	<u>152,200</u>
Total	5,776,858	5,744,337
Less accumulated depreciation	<u>2,764,154</u>	<u>2,521,605</u>
Property and equipment, net	<u>\$ 3,012,704</u>	<u>\$ 3,222,732</u>

Depreciation expense for the years ended June 30, 2022 and 2021 amounted to \$242,549 and \$278,474, respectively.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

4. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$3,000,000 and is renewable annually. Effective December 17, 2021 the Council renewed the revolving line of credit through December 31, 2022. The line of credit is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 11). At June 30, 2022 and 2021, the interest was stated at the bank's prime rate of 4.75% and 3.25%, respectively. There was no amount outstanding on this line of credit at June 30, 2022 and 2021.

5. PAYCHECK PROTECTION PROGRAM LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a Paycheck Protection Program loan through the Small Business Administration. Loan forgiveness was possible if certain criteria were met. Any amounts not forgiven were to be repaid over a two-year period, with payments deferred for the first six months. Interest would be stated at 1%. The loan amounted to \$2,739,774. During the year ended June 30, 2021, the Council received full loan forgiveness and the forgiven amount is recorded as Paycheck Protection Program loan forgiveness on the accompanying Statement of Activities for the year ended June 30, 2021.

6. STATE OF NH – EMERGENCY HEALTHCARE SYSTEM RELIEF LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a loan through the State of New Hampshire Department of Health and Human Services' COVID-19 Emergency Healthcare System Relief Fund. The loan was to mature 180 days after the expiration of the State of Emergency declared by the governor of NH. At the discretion of the lender, the loan may be forgiven and converted to a grant contingent upon certain criteria being met. The loan amounted to \$50,000. During the year ended June 30, 2021, the Council received full loan forgiveness and the forgiven amount is recorded in other income on the accompanying Statement of Activities for the year ended June 30, 2021.

7. NET ASSETS

Net assets with donor restrictions consist of a building donated to the Council with restricted use for 30 years. The amount released from restriction each year is the current year depreciation on the building. The amount of net assets with donor restrictions were \$1,151,289 and \$1,201,452 for the years ended June 30, 2022 and 2021, respectively.

8. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2022 and 2021, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 2% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2022 and 2021 was \$84,819 and \$81,584, respectively.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

9. CONCENTRATION OF RISK

For the years ended June 30, 2022 and 2021, approximately 82% and 75%, respectively, of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In May 2021, the Council was re-designated for the period September 2020 through September 2025.

Medicaid receivables comprise approximately 88% and 89% of the total accounts receivable balances at June 30, 2022 and 2021, respectively.

10. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$256,840 and \$290,509 for the years ended June 30, 2022 and 2021, respectively.

The future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2023	\$ 86,340
2024	28,415
2025	<u>17,955</u>
Total	<u>\$ 132,710</u>

Refer to Note 11 for information regarding a lease agreement with a related party.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

11. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provides transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2022</u>	<u>2021</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, accounting and financial services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance reimbursement
Lakes Region Community Services Foundation	\$ -	\$ 129,720	Program support
<u>Paid To:</u>	<u>2022</u>	<u>2021</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of homes
Genera Corporation	\$ -	\$ 1,700,000	Contribution to build future facilities
Lakes Region Community Services Foundation	\$ -	\$ 15,000	Foundation contributions
Greater Laconia Transportation Agency	\$ 71,000	\$ 60,000	Contribution to purchase more vehicles

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

<u>Due (To)/From:</u>	<u>2022</u>	<u>2021</u>
Genera Corporation	\$ 92,569	\$ (1,636,819)
Greater Laconia Transit Agency	<u>20,214</u>	<u>1,214</u>
	<u>\$ 112,783</u>	<u>\$ (1,635,605)</u>

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 4).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

Insurance Reimbursement

The Council carries a joint liability policy with the related parties above. The Council pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

12. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2021, the Council received and expended grant funds totaling \$764,142, through payroll and subcontractor expenses. There was no grant revenue received through this program during the year ended June 30, 2022.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

13. CONTINGENCIES - GRANT COMPLIANCE

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2022.

14. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2022 and 2021, client funds held by the Council aggregated \$404,125 and \$579,379, respectively.

15. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2022 and 2021. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2022 and 2021, cash balances in excess of FDIC coverage aggregated \$861,549 and \$861,166, respectively.

16. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

17. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 12, 2022, the date the June 30, 2022 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ 3,806	\$ 23,686	\$ 3,867	\$ 735,813	\$ -
Medicaid	936,161	3,157,469	704,919	3,353,183	209,571
Client resources	-	412	-	47,176	3,543
Other third party payers	473	-	-	-	-
Public support	-	-	-	-	-
Private foundations	-	-	-	-	-
Production/service income	109	78,324	3,089	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	168,057	-	-
Management fees	-	-	-	-	-
Paycheck Protection Program loan forgiveness	-	-	-	-	-
Other	15,936	-	1,137	-	-
TOTAL FUNCTIONAL REVENUES	\$ 956,485	\$ 3,259,891	\$ 881,069	\$ 4,136,172	\$ 213,114

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Family Support</u>	<u>Transportation</u>	<u>Other DDS</u>	<u>General Management</u>
Program fees	\$ 512,042	\$ -	\$ -	\$ -	\$ 75,770
Medicaid	11,077,720	5,569,324	-	-	-
Client resources	59,833	16,678	-	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	27,343
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	2,796
State of New Hampshire - DDS	185,407	108,268	-	-	904,709
Management fees	-	-	-	-	14,400
Paycheck Protection Program loan forgiveness	-	-	-	-	-
Other	<u>380,091</u>	<u>335</u>	<u>-</u>	<u>602,094</u>	<u>51,934</u>
TOTAL FUNCTIONAL REVENUES	\$ <u>12,215,093</u>	\$ <u>5,694,605</u>	\$ <u>-</u>	\$ <u>602,094</u>	\$ <u>1,076,952</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2022 Totals</u>	<u>2021 Totals</u>
Program fees	\$ -	\$ 1,354,984	\$ 43,537	\$ 1,398,521	\$ 1,456,334
Medicaid	-	25,008,347	197,089	25,205,436	23,598,558
Client resources	-	127,642	-	127,642	103,687
Other third party payers	-	473	700	1,173	3,150
Public support	34,535	61,878	661,991	723,869	580,458
Private foundations	-	-	45,947	45,947	143,618
Production/service income	-	81,522	5,318	86,840	85,979
Investment	-	2,796	-	2,796	4,917
State of New Hampshire - DDS	-	1,366,441	-	1,366,441	1,352,063
Management fees	-	14,400	-	14,400	14,400
Paycheck Protection Program loan forgiveness	-	-	-	-	2,739,774
Other	8,883	1,060,410	547,129	1,607,539	1,382,750
TOTAL FUNCTIONAL REVENUES	\$ 43,418	\$ 29,078,893	\$ 1,501,711	\$ 30,580,604	\$ 31,465,688

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL ASSISTANCE LISTING NUMBER</u>	<u>PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-5000734-42106802	\$ 3,959
Promoting Safe and Stable Families	93.556	102-5000734-42107306	4,939
Temporary Assistance for Needy Families	93.558	102-5000734-45030353	92,325
Temporary Assistance for Needy Families	93.558	102-5000734-45030205	<u>34,842</u>
			127,167
Maternal & Child Health Services Block Grant for States	93.994	102-5000734-90004009	5,983
Social Services Block Grant	93.667	102-5000734-42106603	73,769
Department of Health and Human Services, Office of Human Services			
Social Services Block Grant	93.667	05-95-48-481010-9255	<u>126,079</u>
			199,848
Activities to Support (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031	<u>35,300</u>
Child Abuse and Neglect Discretionary Activities	93.670	102-50000731-90070470	<u>51,773</u>
AGING CLUSTER			
Special Programs for Aging, Title III, B	93.044	05-95-48-481010-7872	<u>2,828</u>
Department of Health and Human Services, Div of LT Support & Services, BDS			
MEDICAID CLUSTER			
Medical Assistance Program	93.778		<u>380,090</u>
DIRECT FUNDING			
Provider Relief Funds	93.498		<u>602,094</u>
Total U.S. Department of Health and Human Services			<u>\$ 1,413,981</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Department of Health and Human Services, Office of Human Services, Division of Long Term Supports and Services			
Special Education - Grants for Infants and Families	84.181A	05-95-93-930010-7852	<u>\$ 113,607</u>
Total U.S. Department of Education			<u>\$ 113,607</u>
<u>U.S. DEPARTMENT OF JUSTICE</u>			
Passed through State of New Hampshire Department of Justice			
Crime Victims Assistance	16.575		<u>\$ 125,117</u>
Total U.S. Department of Justice			<u>\$ 125,117</u>
Total expenditures of federal awards			<u>\$ 1,652,705</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Lakes Region Community Services Council, Inc. under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Lakes Region Community Services Council, Inc., it is not intended to and does not present the financial position, change in net assets, or cash flows of Lakes Region Community Services Council, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amount reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Lakes Region Community Services Council, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under Uniform Guidance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Lakes Region Community Services Council, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lakes Region Community Services Council, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2022, and have issued our report thereon dated October 12, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lakes Region Community Services Council, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lakes Region Community Services Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell & Roberts,
Professional Association*

Wolfeboro, New Hampshire
October 12, 2022

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Lakes Region Community Services Council, Inc.

Opinion on Each Major Federal Program

We have audited Lakes Region Community Services Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lakes Region Community Services Council, Inc.'s major federal programs for the year ended June 30, 2022. Lakes Region Community Services Council, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Lakes Region Community Services Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Lakes Region Community Services Council, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Lakes Region Community Services Council, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Lakes Region Community Services Council, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Lakes Region Community Services Council, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Lakes Region Community Services Council, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Lakes Region Community Services Council, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Lakes Region Community Services Council, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone McDowell & Roberts,
Professional Association*

Wolfeboro, New Hampshire
October 12, 2022

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Lakes Region Community Services Council, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Lakes Region Community Services Council, Inc., which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Lakes Region Community Services Council, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The program tested as major programs was: U.S. Department of the Health and Human Services, Provider Relief Fund, ALN 93.498 and Medical Assistance Program, ALN 93.778.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Lakes Region Community Services Council, Inc. was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS–MAJOR FEDERAL AWARD PROGRAM AUDIT

None

Lakes Region Community Services

**Board of Directors 2022 – 2023
Board List**

Carrie Chase, President

Gary Lemay, Vice President

Lynn Hilbrunner, Secretary

Jeanin Onos, Treasurer

R. Stuart Wallace, Past President

Margaret Selig, Member-at-Large

DIRECTORS

Randy Perkins

Richard Crocker

Thomas Costigan Jr.

Kurt Christensen

Kirk Beattie

Emily Fortson

Eric Adams

Marti Ilg

Matthew Canfield, *Director Emeritus*

New Hampshire Department of Justice

Lakes Region Community Services Council
FY24

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Siohban Balazs	ACERT Coordinator	50,700	100%	50,700
Rebecca Bryant	CEO	150,000	0	
Shelley Kelleher	CFO	115,000	0	
Erin Pettengill	VP of Family Resource	85,000	0	



Rebecca L. Bryant

EDUCATION

New England College

May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

• Management Award

• NH Small Business Institute Project of the Year

• Business Manager, Equinox, Keene State Student Newspaper

EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

President & CEO October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a \$30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

Director of Finance April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of \$30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the \$2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

Controller August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire
Hyperion Administrator July 2000-August 2000

Assistant Hyperion Administrator January 1999-July 2000

Assistant Treasury Manager October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging), worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

SKILLS, CERTIFICATIONS

- ♦ Justice of the Peace, State of New Hampshire
- ♦ Notary Public, State of New Hampshire
- ♦ Leadership Lakes Region Class of 2008
- ♦ Proficiency in all Microsoft Office Applications
- ♦ Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
 - ♦ Paylocity, ADP and Harper's Payroll Systems
 - ♦ Business Process Kaizen
 - ♦ LEAN

BOARD SERVICE

- ♦ Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
- ♦ Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
- ♦ Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
 - ♦ Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
 - ♦ Board Member, Genera Corporation, 2016 – Current
 - ♦ Corporator, Franklin Savings Bank

COMMUNITY SERVICE

- ♦ Middle Level Steering Committee, Moultonborough School District 2017 – Current
- ♦ Superintendent Search Committee, Moultonborough School District, 2016 - 2017
 - ♦ Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
 - ♦ Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
 - ♦ Den leader, Cub Scout Pack 369 2005 – 2015
 - ♦ Advancements Chair, Cub Scout Pack 369 2005 – 2009
- ♦ Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
 - ♦ Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
 - ♦ Youth Basketball Coach 2013 – 2014
 - ♦ Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
 - ♦ Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010

~References Available Upon Request~

Erin Pettengill, M.S.

WORK EXPERIENCE

Family Resource Center Director- December 1, 2015-present Lakes Region Community Services
Laconia, NH

As the director of the Family Resource Center I am responsible for the comprehensive family support services for 1200 families in Central NH. I oversee the management of programs including Early Supports and Services, the Autism Center, Step Ahead. I am responsible for staff of 20, including physical therapists, family support aides and program managers. A significant part of my job is to research and apply for grants to support families in catchment area. Grants awarded include funding from the Linden Foundation, Pardoe Foundation and the Van Otterloo Grant. I also represent LRCS on community and statewide initiatives, ensuring collaboration with area agencies and organizations.

Transition Coordinator- September 2010- November 2015 Lakes Region Community Services
Plymouth, NH

Part of the transition coordinators role is to work with families, individual, school systems and other various agencies to advocate and develop a plan for when an individual enters adult services. Part of the planning process includes facilitating the guardianship process, conducting state interviews, developing a budget based on the needs and support of the individual and coordinating services based on the money allocated. This job requires proficiency in social security benefits, Medicaid, state regulations and community connections. In conjunction with this role I became a certified START coordinator for the state of New Hampshire, with the focus on supporting dual diagnosed individuals.

In Home Counselor- July 2007 – July 2010

Family Preservation Community Services, Asheville, NC
Nonprofit Charitable Organizations

As an In Home Counselor for foster care my job was to supervise the foster parents. Additionally, I counseled the foster children in the home and provided crisis stabilization when needed. My other responsibilities included but were not limited to arranging team meetings, being a liaison between the foster family and other support members (Department of Social Services, community support, school districts, etc.). I was also responsible for providing documentation of visits and monitoring their books for certifications purposes. My primary duty was to make sure that the foster home ran smoothly and to develop solutions for any problems that arose.

EDUCATION:

Bachelor's Degree, 8/ 2000 – 12/2004 Keene State College | Keene, NH

Master's Degree in Counseling, 9/2009-3/2012 Capella University | Minneapolis, MN

SKILLS:

Certified Work Incentives Benefits Specialist

Certified START Coordinator

Qualified Mental Health Professional

REFERENCES

References available upon request

Education	Lesley University Cambridge, MA Psychology B.A., 2015
Skills & Abilities	Public Speaking, Motivational Interviewing, Trauma-Informed Care, Caseload Management, Early Childhood Development, Family-Led Practice, Advocacy, Family Goal Planning, Reflective Practice, Prenatal Support, Cultural Humility
Experience	<p><u>ACERT Coordinator/Family Support Specialist</u> Lakes Region Community Services, Family Resource Center March 2021 – Present</p> <p>- Connects with families referred to ACERT by Police Department entities using a strength-based approach. Provides individualized referrals and information to each family based on the concerns families self-report. Coordinates with ACERT network during monthly ACERT Steering Committee meetings. Maintains data for DOJ tracking and ACERT program performance measurements. Works in tandem with participating Police Departments and GTA-FRC ACERT program.</p> <p><u>Program Manager/Supervisor/Family Assessment Worker</u> BM-CAP Healthy Families America May 2017 – March 2021</p> <p>- Oversees Evidence Based Family Home Visiting Program. Translates HFA Best Practice Standards into dynamic approaches to work with families via supervision of staff using Clinical, Administrative, and Reflective components. Ensures work with families is captured accurately in confidential electronic files. Maintains timely data reports to National and NH State entities. Brought Belknap County HFA program through first successful reaccreditation in NH (March 2020). Processes intakes as community service, providing community referrals and resources to all families contacted.</p> <p><u>Family Support Specialist/Family Resource Specialist</u> BM-CAP Healthy Families America March 2015 – May 2017</p> <p>- Offered parent-centered advocacy alongside child-centered developmental education. Ensured safety of children through home-based visits and reported in cases of suspected child abuse/neglect. Integral team member in seeing program through first accreditation process. Cultivated ongoing professional development.</p> <p><u>Intern</u> Community Bridges: Forensic Department December 2014 – May 2015</p> <p>- Updated consumer information via HRST, AWARDS, and DocSTAR. Verified consumer's ISP and Behavioral Plan goals were documented properly.</p>
Leadership	Child Fatality Review Committee Member: October 2020 – Present Welfare Collaboration Workgroup, founding member: November 2019 – Present Creative Self-Care Parent Art Group: October 2019 – Present (pending COVID) National HFA Outstanding Supervisor Award Winner: September 2019 ACERT Workgroup: December 2018 – Present Presenter, 2 nd Annual MIECHV All Grantee Meeting, Washington D.C.: Sept. 2017 Thrive Committee Member: September 2016- 2018 Human Rights Committee: July 2015-2017 Yoga-asana/Yoga Philosophy Instructor: May 2009 - Present

Shelley Kelleher

Skills Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

Lakes Region Community Services

Laconia, NH

2017-Present **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$30M and 400 employees.

- Oversee agency Risk Management program.
- Prepare and manage contracts with funding sources and vendors.
- Responsible for all funding compliance for New Hampshire Department of Health and Human Services (NHDHHS) and Center for Medicare and Medicaid Services (CMS).
- Ensure compliance with applicable state and federal labor regulations.
- Report to and work closely with the Board of Directors and the President & CEO.

2012-2016 **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011 **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006 **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001 **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.

- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000

Merisel, Incorporated

Marlborough, MA

NAM Reporting and Financial Analysis Manager-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

State Street Bank & Trust Company

Quincy, MA

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education

Master of Studies in Law
Wake Forest University Law School
Winston Salem, NC

December 2019
Business Law and Compliance Certificate

Master of Business Administration
Bentley University, Waltham, MA
Concentration: Finance

May 1993
Graduate School of Business

BA in Economics and Political Science
University of Massachusetts, Boston, MA

July 1987
School of Arts and Sciences

Volunteer

Got Lunch! Laconia

2018 and 2019

Greater Lakes Region Child Advocacy Center
-Treasurer

2009-2012

LAKES REGION COMMUNITY SERVICES COUNCIL

JOB DESCRIPTION

Job Title: Family Support Specialist/ACERT Coordinator

Job Objective: To provide support to families involved in the Step Ahead program in compliance with the agency's policies and Comprehensive Family Supports and Services (CFSS) contract. To coordinate services through the ACERT framework.

Essential Job Functions:

1. Functions in a collaborative way within the structure of the family respecting any cultural, religious, or values-based differences.
2. Provides families guidance in their homes through health and parenting education, curriculum, information, referrals and support.
3. Assists families in maintaining, strengthening and safeguarding the health and well-being of their children.
4. Assesses strengths and concerns using a variety of assessment tools and assist families to enhance their strengths.
5. Develops Family Support Plans to address individual and family goals.
6. Supports families in making choices, assisting them in achieving their goals.
7. Assists in accessing services and acquiring skills to fulfill the action plan by maintaining regular contact with each family through home visits and phone calls.
8. Refers to appropriate community resources.
9. Conducts him/herself in a professional manner and in accordance with the Principles of Family Support.
10. Exercises initiative and judgment in the performance of duties and recognizes the limits of his/her responsibilities.
11. Maintains and completes required documentation of services provided and participates in reflective supervision.
12. Participates in all required meetings, approved and required in-house trainings and outside conferences.
13. Functions in a collaborative role with the family/individual's support network.
14. Functions within the policies and procedures established for Family Resource Center and Lakes Region Community Services.

15. Performs other such duties as assigned.

Critical Skills/Expertise:

1. Minimum of Bachelor's Degree in Social Work, Human Services, Counseling, Early Childhood Education or closely related field.
2. Knows and supports the philosophical base of Family Support Services and is able to communicate such to families and others in the community.
3. Ability to work independently.
4. Ability to recognize and set appropriate boundaries with families and individuals.
5. Ability to maintain confidentiality and non-judgmental demeanor with families.
6. Ability to work collaboratively with family and all individuals involved in the family's life.
7. Ability to maintain open, respectful and effective communication with family members.
8. Knowledge of child development and behavior as appropriate.
9. Seeks assistance from supervisor and co-workers when/where appropriate.
10. Communicates effectively with the family and the Family Resource Center staff, both orally and in writing.
11. Ability to facilitate meaningful community connections.
12. Displays a level of comfort when coordinating with outside agencies (law enforcement, school district, childcare etc...).

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Justice
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Justice**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **06/30/24**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **2024 ARPA UNH uSafeUS**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Kathleen Carr
 Address: New Hampshire Department of Justice
33 Capitol Street
Concord NH 03301-6397

Phone: 603-271-3658

Campus Project Administrator

Name: Karen Jensen
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Road
Durham, NH 03824

Phone: 603-862-5385

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director Name:

Name: Rhonda J. Beauchemin
 Address: New Hampshire Department of Justice
33 Capitol Street
Concord NH 03301-6397

Phone: 603-271-7820

Campus Project Director

Name: Sharyn Potter
 Address: Prevention Innovations Research Ctr
9 Madbury Road, Ste. 405
Durham, NH 03824

Phone: 603-862-3630

F. Total State funds in the amount of \$282,000.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/ Cooperative Agreement No. SLFRF FAIN # SLFRP0145 from the United States Department of Treasury under CFDA# 21.027. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Justice have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen Jensen
Title: Director, Sponsored Programs Administration
Signature and Date:
Karen Jensen Digitally signed by Karen Jensen
Date: 2023.04.03 14:37:34 -0400

By An Authorized Official of:
the New Hampshire Department of Justice
Name: Kathleen Carr
Title: Director of Administration
Signature and Date:
Kathleen Carr 04/28/2023

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Christopher G. Bond
Title: Sr. Assistant Attorney General
Signature and Date:
Christopher Bond 5/3/23

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

EXHIBIT A

-SPECIAL PROVISIONS-

University of New Hampshire as the Grantee (hereinafter referred to as "Campus") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Campus must certify 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 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.

2. The Campus 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 federal financial assistance and after a due process hearing against the Campus 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 and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Campus will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

EXHIBIT A

5. The Campus agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Campus shall complete an audit at the end of the Campus's fiscal year ending after June 30, 2023

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Campus accompanied by an action plan, if applicable, for each finding or questioned cost.

9. The costs charged under this contract shall be determined as allowable under the direct cost principles

detailed in 2 CFR 200 Subpart E – Cost Principles.

10. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions,

program and financial records pertaining to this contract shall be retained by the Campus for 7 (seven) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. RESTRICTION ON ADDITIONAL FUNDING

It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Certification Regarding Drug-Free Workplace

EXHIBIT A

Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

13. COPELAND ANTI-KICKBACK ACT

All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Campus, subcontractor or Campus shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Campus should report all suspected violations to DOJ.

14. PROCUREMENT

Campus shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

Campus shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2024, and shall break down the reporting by facility location at the town level. In the event that Campus has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

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

Any "Campus" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a Campus)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The Campus's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

17. Employment eligibility verification for hiring under the award

1. The recipient (and any Campus at any tier) must—

EXHIBIT A

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Campus properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with any Campus who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of Campus compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Campus officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any Campus may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Campus uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin

EXHIBIT A

Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any Campus at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Campus at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18. The Campus agrees to submit quarterly performance reports

On the performance metrics identified by NHDOJ, and in the manner required by NHDOJ. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by a Campus at any tier) is to benefit a set of individuals under 18 years of age.

Any Campus at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Certification Regarding EEOP Required

Within 30 days from the date of the award, the Campus will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification of exemption is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Campus is in compliance. The EEOP reporting tool

EXHIBIT A

and instructions can be found at: https://ojp.gov/about/ocr/faq_eeop.htm

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

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect Cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

EXHIBIT B

A Project Title: 2024 ARPA UNH uSafeUS

B Project Period: 07/01/2023-06/30/2024

C Objectives: Provide resources to victims of sexual assault and educate regarding victim services available through uSafeUS.

Scope of Work:

1. The Campus shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided for victims of crime.
2. The Campus is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 7 years after the close of the project.
3. The Campus 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.
4. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov.
5. **Deliverables Schedule:** Quarterly performance reports are due four weeks following the end of each quarter or on a schedule in which the grant administrator provides.
6. **Budget and Invoicing Instructions:**
 1. The Campus shall be reimbursed by the DOJ based on budgeted expenditures described herein.
 2. The Campus 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. The Campus 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.

EXHIBIT B

4. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in section F of this agreement.

4a. The Campus shall be awarded an amount not to exceed \$282,000 of the total Grant Limitation from Governor and Council approval or 07/01/23, whichever is later, to 06/30/24, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason and under limited circumstances, the Campus may apply for an extension of the grant period listed above for up to the end of the federal grant end date, not after. The Campus must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

- ii. Neither the Campus nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2024 or, unless a grant extension is approved in writing by DOJ.

EXHIBIT C

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. Subrecipients shall be compliant at all times with the terms, conditions and specifications detailed in the attached Special Conditions at Exhibit C which are subject to annual review .**

EXHIBIT D

- DRUG-FREE WORKPLACE-

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Campus's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by the Campus (and by inference, sub-subrecipients and sub-subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Campus (and by inference, sub-subrecipients and sub-subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. The subrecipient using this form should send it to:

Lisa Lamphere
Department of Justice
33 Capitol St
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

- (A) The Campus certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Campus's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Campus's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

EXHIBIT D

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

University of New Hampshire

July 1, 2023 – June 30, 2024

University of New Hampshire

Period Covered by this Certification

Karen Jensen Director, Pre-Award Compliance

Name and Title of Authorized Campus Representative

Karen Jensen

 Digitally signed by Karen Jensen
Date: 2023.04.04 10:24:27 -0400

University of New Hampshire Representative Signature

Date

EXHIBIT E

-LOBBYING-

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Campus’s representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: July 1, 2023 – June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Campus or sub-Campus).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Campus or sub-Campus), the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Karen Jensen

Digitally signed by Karen Jensen
Date: 2023.04.04 10:25:01 -04'00'

Director, Pre-Award Compliance

Representative Signature
University of New Hampshire

Representative Title

Subrecipient Name

Date

EXHIBIT F

-DEBARMENT-

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Campus's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Campus is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Campus shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Campus to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Campus knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Campus shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Campus learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Campus agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Campus further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Campus in a covered transaction may rely upon a certification of subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A subrecipient may decide the method and frequency by which it determines the eligibility

EXHIBIT F

of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Campus is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if the Campus in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

***Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions***

- (1) The Campus certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

Karen Jensen

Digitally signed by Karen Jensen
Date: 2023.04.04 10:25:21 -04'00'

Director, Pre-Award Compliance

University of New Hampshire Representative Signature

Title:

University of New Hampshire

Subrecipient Name

Date

EXHIBIT G

**-CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE-**

The Campus identified in Section 1.3 of the Grant Agreement agrees by signature of the Campus's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Campus agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

<u>Karen Jensen</u>	 Digitally signed by Karen Jensen Date: 2023.04.04 10:25:39 -04'00'	<u>Director, Pre-Award Compliance</u>
University of New Hampshire	Representative Signature	Title

<u>University of New Hampshire</u>	
Subrecipient Name	Date

EXHIBIT H

**-CERTIFICATION
PUBLIC LAW 103-227, PART C
ENVIRONMENTAL TOBACCO SMOKE-**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Campus certifies that it will comply with the requirements of the Act.

The Campus further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subrecipients shall certify accordingly.

Karen Jensen

Digitally signed by Karen Jensen
Date: 2023.04.04 10:25:57 -04'00'

Director, Pre-Award Compliance

University of New Hampshire Representative Signature

Title

University of New Hampshire

4/4/23

Subrecipient Name

Date:

EXHIBIT I

-Assurance Of Compliance Nondiscrimination In Federally Assisted Programs OMB Burden Disclosure Statement-

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The Campus agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Campus agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Campus receives Federal assistance.

Applicability and Period of Obligation In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Campus by DOJ with federal CARES Act funds, this assurance obligates the Campus for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Campus for the period during which it retains ownership or possession of the property.

Employment Practices Where a primary objective of the Federal assistance is to provide employment or where the Campus's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Campus agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance The Campus shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the Campus shall be required to sign a written assurance form; however, the obligation of both recipient and Campus to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Campus agrees to compile and maintain

EXHIBIT I

information pertaining to programs or activities developed as a result of the Campus's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Campus agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Campus from the use of CARES Act funds extended by DOJ upon request. Facilities of the Campus (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Campus's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Campus by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Campus recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Campus, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Campus.

Subrecipient Certification

The Campus certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Campus upon written request to DOJ).

<u>Karen Jensen</u>	<small>Digitally signed by Karen Jensen Date: 2023.04.04 10:26:19 -04'00'</small>	<u>Director, Pre-Award Compliance</u>
<u>University of New Hampshire</u>	<u>Representative Signature</u>	<u>Title</u>
<u>University of New Hampshire</u>	<u>Subrecipient Name</u>	<u>Date</u>

EXHIBIT J

-CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE-

The Federal Funding Accountability and Transparency Act (FFATA) requires subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

The Campus must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Campus identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Campus's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT K

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Karen Jensen [responsible official], certify that

The University of New Hampshire has completed the EEO reporting tool

certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on May 20,2021 [date]. *UNH is exempt from this requirement

It is understood that Subrecipient's which are exempt from filing the EEO Utilization Report including non-profits and Subrecipient's with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEO Training Requirements

Sharyn Potter [official that completed training] has completed

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

3/29/2022 [date]. The EEO training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: the Campus will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

EXHIBIT K

Certified Standard Assurances

On behalf of the Campus, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Campus. I understand that these representations will be relied upon as material in any Department decision to make an award to the Campus based on its application.

(2) I certify that the Campus has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Campus will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Campus will require all subrecipients comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Campus will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Campus understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Campus understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Campus understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT K

c. the Campus understands that it must require any pass-through Campus to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Campus, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Campus also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Campus will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Campus will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Campus will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Campus is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT K

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Campus applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Campus applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Campus to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Karen Jensen

Director, Pre-Award Compliance

Name of Authorized Signor

Title of Authorized Signor

Karen Jensen Digitally signed by Karen Jensen
Date: 2023.04.04 10:27:35 -04'00'

4/4/23

Signature

Date