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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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April 17, 2024

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 not to exceed \$1,966,591 from the Federal Victim of Crime Act Grant (VOCA) for the purpose of providing services to victims of crime, effective upon Governor and Executive Council approval or July 1, 2024, whichever is later, through June 30, 2025. 100% Federal Funds.

Funding is available in Fiscal Year 2025 account 02-20-20-201510-50210000, Department of Justice, Grants Administration, Victims of Crime Act, Grants, Federal as follows:

Class Account	Subrecipient	Vendor #	SFY 2025 Amount
072-500574	Sullivan County Attorney's Office	177482-B002	\$75,551
072-500574	Merrimack County, New Hampshire	177435-B005	\$120,000
072-500574	Strafford County Child Advocacy Center	177478-B008	\$75,714
072-500575	Court Appointed Special Advocates of New Hampshire, Inc.	156690-B001	\$643,849
072-500575	New Hampshire Legal Assistance	154648 B001	\$747,161
072-500575	Northern Human Services	177222-B012	\$304,316
TOTAL			\$1,966,591

EXPLANATION

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

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The Department of Justice subgrants these funds to agencies providing direct services to victims of crime. Agencies providing services in the fields of sexual assault, domestic violence, traditionally underserved populations, and crimes against children are required to be given priority. For many years, the Department of Justice has directed VOCA funds to core providers with a focus on direct victim assistance.

The Sullivan County Attorney's Office will utilize subgrants to fund victim advocate services. The Child Advocacy Centers, including Merrimack County and Strafford County, will utilize funds for training and outreach to ensure court-related interviews of children are conducted consistently and with the least amount of trauma. Court Appointed Special Advocates of New Hampshire, Inc. will use this subgrant to provide court advocacy to victims of child abuse and neglect. New Hampshire Legal Assistance will provide civil legal aid to victims of crime. Northern Human Services will continue to deliver mental health treatment and services to victims of crime in the northern part of the state.

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,



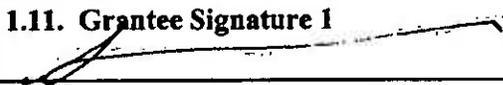
John M. Formella
Attorney General

#4464960

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 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Sullivan County Attorney's Office		1.4. Grantee Address 14 Main Street, Newport, NH 03773	
1.5. Grantee Phone # (603) 863-7950	1.6. Account Number 02-20-20-201510- 5021-072-500574	1.7. Completion Date 06/30/2025	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: <i>Sheri Phillips</i>		Assistant Attorney General, On: 3/27/2024	
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.

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-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.

- 5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed

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to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the 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 **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8 **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

9

Compliance with DOJ Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as

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posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

10 **Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

11 **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.

12 **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.

13 **All subawards ("subgrants") must have specific federal authorization**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

14 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

15 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

Any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17 OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at

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<https://ojp.gov/funding/Implement/Training-Guiding-Principles-Grantees-and-Subgrantees>.

18

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

21

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that

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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 Compliance with general appropriations-law restrictions on the use of federal funds for this award

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at [https://ojp.gov/funding/Explore/FY22 AppropriationsRestrictions.htm](https://ojp.gov/funding/Explore/FY22_AppropriationsRestrictions.htm), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 Reporting potential fraud, waste and abuse and similar misconduct.

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award,

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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25

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

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this

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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27 Access to records

The subrecipient (subgrantees) at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO); the New Hampshire Department of Justice and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

28 VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

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

29 The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with any subrecipient who are or will be involved in

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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).

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.

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).

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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.

31

Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. A. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier). The subrecipient (at any tier), agent, otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions

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designed to ensure compliance with this condition.

4. Rules of construction

C. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

32 **Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33 **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.

34 **Publications**

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

35 **Requirement on use of volunteers**

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The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

36 The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

37 The Subrecipient understands that VOCA non-allowable personnel activities include:

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

38 The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

39 Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

40 The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ, Grants Management Unit.

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

41 The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (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 budgeted 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
1 Granite Place South
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

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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 of the total Grant Limitation upon Governor and Council approval or 07/01/2024, whichever is later, to 06/30/2025, 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.

EXHIBIT D

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, MARLE HATTINGWAY [responsible official], certify that

Sullivan County Attorney's Office [Subrecipient] has completed the EEO reporting tool certification within the last two years at:

https://ojp.gov/about/ocr/faq_eoop.htm on

March 4, 2024 [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 email a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the designated web address.

EEO Training Requirements for Subrecipients

HEATHER DELANEY [official that completed training] has completed

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

02-28-2024 [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 publicly available to program beneficiaries or prospective beneficiaries.

EXHIBIT D

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 D

- 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 D

- 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.

Maria Harris
Name of Authorized Signor

Sullivan Cty. Atty
Title of Authorized Signor

[Signature]
Signature

03-04-2024
Date

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

Sullivan County Attorney's Office (Subrecipient) certifies that any funds awarded through this federal award shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

Sullivan County Attorney's Office (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor:

Mon HARRISON, Sullivan County Atty

Signature: _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE
REQUIREMENTS**

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The 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;

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

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

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

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

EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

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

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

MARC HARTWIG
Name of Authorized Signor

Sullivan County Atty
Title of Authorized Signor

[Signature]
Signature

03-04-24
Date

Sullivan County Attorney's Office, 14 Main Street, Newport, NH 03773

Name and Address of Agency

EXHIBIT G

**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 G
Certification

Name: _____

Amount: _____

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, March 4, 2024**;

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 **FY25 Victim of Crime Award** grant in the amount of \$75,551.

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 **March 4, 2024**.

IN WITNESS WHEREOF, I have hereunto set my hand as the **Commissioner Clerk** of the **Sullivan County, NH** this 4th day of **March 2024**.



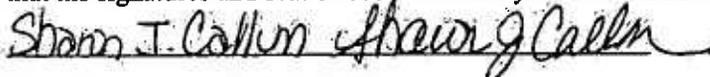
Joe Osgood, Board of Commissioner Clerk

STATE OF **NH**
COUNTY OF **SULLIVAN**

(SEAL OF COUNTY OF SULLIVAN, NH)

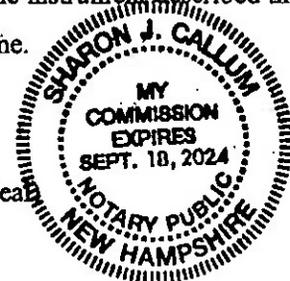
NOTARY:

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.


Justice of the Peace/Notary Public

My commission expires: September 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 PO Box 23 Hooksett, NH 03106-9716
----------------------------------------------------------------------------------------	------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

	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	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 1 Granite Place Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 2/27/2024 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 1 Granite Place South, 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)520-2995	1.6. Account Number 02-20-20-201510- 5021-072-500574	1.7. Completion Date 06/30/2025	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 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) 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: <i>Sheri Phillips</i>		Assistant Attorney General, On: 3 / 25 / 2024	
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").


2/14/24

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 5.3 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.

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-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.

- 5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed

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to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the 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 **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8 **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

9 **Compliance with DOJ Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as

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posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

10 Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

11 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.

12 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.

13 All subawards ("subgrants") must have specific federal authorization

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

14 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

15 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

Any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17 OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at


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<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

18 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that

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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 Compliance with general appropriations-law restrictions on the use of federal funds for this award

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 Reporting potential fraud, waste and abuse and similar misconduct.

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award,

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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this

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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27 Access to records

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

28 VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

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

29 The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with any subrecipient who are or will be involved in

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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).

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.

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).

EXHIBIT A

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.

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Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. A. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier). The subrecipient (at any tier), agent, otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions

EXHIBIT A

designed to ensure compliance with this condition.

4. Rules of construction

C. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

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Requirements pertaining to prohibited conduct related to trafficking in persons (Including reporting requirements and OJP authority to terminate award)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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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.

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Publications

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

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Requirement on use of volunteers

EXHIBIT A

The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

36. **The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.**

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

37. **The Subrecipient understands that VOCA non-allowable personnel activities include:**

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

38. **The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.**

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

39. **Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.**

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

40. **The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ, Grants Management Unit.**

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

41. **The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).**

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (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 budgeted 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
1 Granite Place South
Concord, NH 03301
603-271-8473 or sarah.e.sciuto@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 of the total Grant Limitation from Governor and Council approval or 07/01/2024, whichever is later, to 06/30/2025, 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.

EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Ross L. Cunningham [responsible official], certify that

Merrimack County, New Hampshire [Subrecipient] has completed the EEO reporting tool certification within the last two years at:

https://ojp.gov/about/ocr/faq_eeop.htm on

3.14.23 [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

Jessica Riendeau [official that completed training] has completed

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

11.14.2023 [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 publicly available to program beneficiaries or prospective beneficiaries.

EXHIBIT D

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;

D
3/14/17

EXHIBIT D

- 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 D

- 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

Name of Authorized Signor


Signature

County Administrator

Title of Authorized Signor
3/4/14

Date

Subrecipient Initials 
Date 

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

Merrimack County, New Hampshire (Subrecipient) certifies that any funds awarded through this federal award shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

Merrimack County, New Hampshire (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: Ross L. Cronin, Merrimack County Administrator

Signature: 

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

[Signature]
3/14/24

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The 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;

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

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

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

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

EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

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

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

Ross L. Cunningham
Name of Authorized Signor


Signature

County Administrator
Title of Authorized Signor

3/14/24
Date

Merrimack County, New Hampshire
333 Daniel Webster Highway Boscawen, New Hampshire 03303
Name and Address of Agency

EXHIBIT G

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 G
Certification

Ross L. Cunningham
Name of Authorized Signor

Signature

County Administrator
Title of Authorized Signor
3/4/24
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 Unique Entity ID (SAM) number for your entity is: **KKP8QVLRMNB7**
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:

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

EXHIBIT G
Certification

Name: _____ Amount: _____

CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chair, Merrimack County Board of Commissioners, hereby certify that:
(Name of the County Clerk/County Official)

1. I am a duly elected County Clerk/County Official of Merrimack County
(County Name)

2. I hereby certify that Ross L. Cunningham, County Administrator (may list more than one
(Authorized Signatory)

person) is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority was valid thirty (30) days prior to and 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 county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3.14.24



Signature of County Clerk/County Official
Name: Tara Reardon
Title: Chair, Board of Commissioners







CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
-----------------------------------------------------------------------------------------------------------------	------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

	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	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

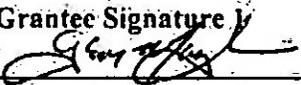
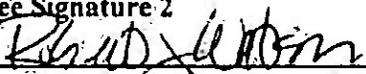
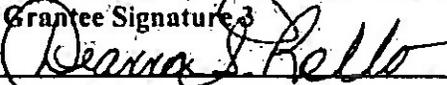
Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Justice 1 Granite Place Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 3/14/2024 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 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Strafford County Child Advocacy Center		1.4. Grantee Address 259 County Farm Road Dover, NH 03820	
1.5 Grantee Phone # (603)516-8102	1.6. Account Number 02-20-20-201510-5021- 072-500574	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$ 75,714
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 Maglaras, Chairman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Robert J. Watson, Vice-Chairman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Deanna S. Rollo, Clerk	
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: Sheri Phillips Assistant Attorney General, On: 3/25/ 2024			
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-

Stafford County Child Advocacy Center as the Grantee (hereinafter referred to as "Subrecipient") shall 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.
- 5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed



EXHIBIT A

to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the 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 **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8 **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.



EXHIBIT A

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

9 **Compliance with DOJ Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as

EXHIBIT A

posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

10 **Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

11 **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.

12 **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.

13 **All subawards ("subgrants") must have specific federal authorization**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").



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The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

14 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

15 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

Any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17 OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at



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<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

18 **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19 **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20 **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

21 **Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that



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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 Compliance with general appropriations-law restrictions on the use of federal funds for this award

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 Reporting potential fraud, waste and abuse and similar misconduct.

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee (202) 616-9881) (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award,



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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

- i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25

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

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this



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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27 Access to records

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

28 VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

Specifically, the subrecipient certifies that funds under this award will: (a) be awarded to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

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

29 The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with any subrecipient who are or will be involved in

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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).

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.

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).



EXHIBIT A

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.

31

Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. A. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier). The subrecipient (at any tier), agent, otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions

EXHIBIT A

designed to ensure compliance with this condition.

4. Rules of construction

C. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

32 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33 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.

34 Publications

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

35 Requirement on use of volunteers



EXHIBIT A

The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

36 The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

37 The Subrecipient understands that VOCA non-allowable personnel activities include:

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

38 The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

39 Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

40 The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ; Grants Management Unit.

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

41 The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.



EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (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 budgeted 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
1 Granite Place South
Concord, NH 03301
603-271-8473 or sarah.e.sciuto@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 I.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$75,714 of the total Grant Limitation from Governor and Council approval or 07/01/2024, whichever is later, to 06/30/2025, 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.



2/20/24

EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, George Maglaras [responsible official], certify that

Strafford County Child Advocacy Center [Subrecipient] has completed the EEO reporting tool certification within the last two years at:

https://ojp.gov/about/ocr/faq_eeop.htm on

Nov. 30, 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

George Maglaras [official that completed training] has completed

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

Nov. 30, 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 publicly available to program beneficiaries or prospective beneficiaries.



EXHIBIT D

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 D

- 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—



3-20-24

EXHIBIT D

- 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.

George Maglacas
Name of Authorized Signor

Chairman
Title of Authorized Signor


Signature

3-20-24
Date



EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

Strafford County Child Advocacy Center (Subrecipient) certifies that any funds awarded through this federal award shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

Strafford County Child Advocacy Center (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: George Maglaras

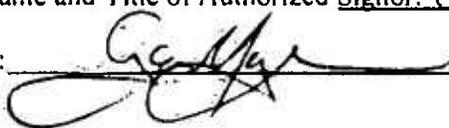
Signature: 



EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE
REQUIREMENTS**

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

gu

EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or



EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The 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;

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

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

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

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



EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

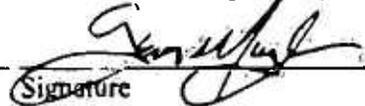
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

George Maglacas
Name of Authorized Signor


Signature

Chairman
Title of Authorized Signor

3-20-24
Date

Strafford County Child Advocacy Center
259 County Farm Road Dover, NH 03820
Name and Address of Agency

EXHIBIT C

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 G
Certification

George Maglaras
Name of Authorized Signor

Chairman
Title of Authorized Signor


Signature

3-20-04
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 Unique Entity ID (SAM) number for your entity is: **YH2ABMMM7M4**

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:

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



EXHIBIT G
Certification

Name: _____	Amount: _____

SW

3-28-02

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 S. Rollo, Clerk of Strafford County, New Hampshire do hereby certify that: (1) at the public meeting held on March 20, 2024, the County Commissioners voted to (1) Accept funds and enter into an agreement with the State of New Hampshire Department of Justice and (2) further authorize the Chairman, Board of Commissioners to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further certify that 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) this authorization was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of the Certificate of authority and (5) the following person now occupies the office indicated under item (2) above:

George Maglaras, Chairman, Strafford County Commissioners
Name and Title of Officer Authorized to Sign

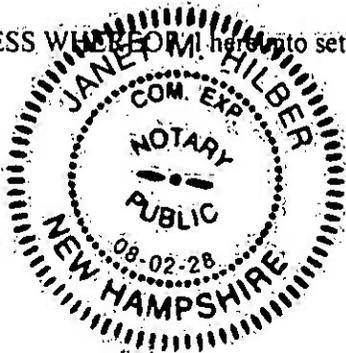
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Strafford County, New Hampshire this 20th day of March 2024.

Deanna S. Rollo, Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 20th day of March 2024, before me Janet Hilber, the undersigned officer, personally appeared Deanna S. Rollo, who acknowledged their self to be the Clerk for the Strafford County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Notary Public
Commission Expiration Date: 8/2/28



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.

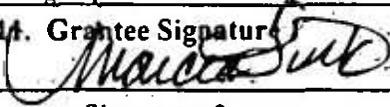
Participating Member: Strafford County 259 County Farm Road Dover, NH 03820		Member Number: 605	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			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	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<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)	1/1/2024	1/1/2025	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: 3/18/2024 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

I. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Court Appointed Special Advocates of New Hampshire, Inc.		1.4. Grantee Address 138 Coolidge Ave, Manchester, NH 03105	
1.5 Grantee Phone # (603) 626-4600	1.6. Account Number 02-20-20-201510-5021 -072-500575	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$643,849
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 		1.12. Name & Title of Grantee Signor 1 Marcia Sink - Pres/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: Sheri Phillips Assistant Attorney General, On: 4/8/2024			
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").


3/26/24

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

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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.

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-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.
- 5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed

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to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the 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 **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8 **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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Compliance with DOJ Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as

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posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

10 **Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

11 **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.

12 **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.

13 **All subawards ("subgrants") must have specific federal authorization**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

14 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

15 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

Any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17 OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at

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<https://ojp.gov/funding/Implement/Training-Guiding-Principles-Grantees-and-Subgrantees>.

18 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that

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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 Compliance with general appropriations-law restrictions on the use of federal funds for this award

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY22 AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 Reporting potential fraud, waste and abuse and similar misconduct.

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award,

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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—

i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25

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

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this

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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27 Access to records

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

28 VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

Specifically, the subrecipient certifies that funds under this award will: (a) be awarded to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

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

29 The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with any subrecipient who are or will be involved in

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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).

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.

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).

[Handwritten Signature]
Date *3/26/24*

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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.

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Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. A. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier). The subrecipient (at any tier), agent, otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions

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designed to ensure compliance with this condition.

4. Rules of construction

C. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

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Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33

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.

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Publications

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

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Requirement on use of volunteers

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The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

36 The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

37 The Subrecipient understands that VOCA non-allowable personnel activities include:

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

38 The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

39 Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

40 The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ, Grants Management Unit.

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

41 The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided to children by court appointed special advocates. This includes but is not limited to expenses incurred for personnel, benefits, and travel.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted 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
1 Granite Place South
Concord, NH 03301
603-271-7820 or Rhonda.J.Beauchemin@doj.nh.gov

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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 \$643,849 of the total Grant Limitation upon Governor and Council approval or 07/01/2024, whichever is later, to 06/30/2025, 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.

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EXHIBIT D

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Marcia Sink [responsible official], certify that

Court Appointed Special Advocates of New Hampshire, Inc. [Subrecipient] has completed the EEO reporting tool certification within the last two years at:
https://ojp.gov/about/ocr/faq_eoop.htm on

3-26-24 [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 email a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the designated web address.

EEO Training Requirements for Subrecipients

Marcia Sink [official that completed training] has completed

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

3-26-24 [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 publicly available to program beneficiaries or prospective beneficiaries.

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EXHIBIT D

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;

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EXHIBIT D

- 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—

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EXHIBIT D

- 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.

Marcia Sink
Name of Authorized Signor
Marcia Sink
Signature

President/CEO
Title of Authorized Signor
3/26/24
Date

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EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

Court Appointed Special Advocates of New Hampshire, Inc. (Subrecipient) certifies that any funds awarded through this federal award shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

Court Appointed Special Advocates of New Hampshire, Inc. (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: Marcia Sink, President/CEO

Signature: 

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

MS
3/26/24

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The 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;

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

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

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

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

MS
3/24/24

EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

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

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

Marcia Sent
Name of Authorized Signor
Marcia Sent
Signature

President/CEO
Title of Authorized Signor
3-26-2026
Date

Court Appointed Special Advocates of New Hampshire, Inc., 138 Coolidge Ave
Manchester, NH 03105

Name and Address of Agency

MS
3/26/24

EXHIBIT G

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.

MS
3/26/24

EXHIBIT G
Certification

Marcia Sink
Name of Authorized Signor
Marcia Sink
Signature

President/CEO
Title of Authorized Signor
3-26-2024
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 Unique Entity ID (SAM) 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?

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:

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

MS
3/26/24

EXHIBIT G
Certification

Name: _____

Amount: _____

MS

3/24/24

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: 0006653811



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

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, Michael Burns, hereby certify that I am the duly elected Board Co-Chair of Court Appointed Special Advocates (CASA) of New Hampshire. I hereby certify the following is a true statement.

That Marcia Sink the 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) is duly authorized to enter into contracts or agreements on behalf of CASA of New Hampshire with the New Hampshire Department of Justice and/or the State of New Hampshire and any of its agencies or departments and is further authorized to execute any documents which may in her judgment be desirable or necessary.

I hereby certify that it is understood that the New Hampshire Department of Justice and/or the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and she has full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the New Hampshire Department of Justice for Victim of Crime Act (VOCA) Funding, all such limitations are expressly stated herein.

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

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, Inc.

By: Michael Burns
Michael Burns/Board Co-Chair

March 26, 2024

[Signature]
Notary Public
0525



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2023

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 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													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	23850	INSURER B : Wesco Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED CASA of NH, INC PO BOX 1327 Manchester NH 03105	CASAOFN-01													

COVERAGES **CERTIFICATE NUMBER:** 1271389710 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2552628	7/1/2023	7/1/2024	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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PHPK2552628	7/1/2023	7/1/2024	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB863715	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WWC3656397	7/1/2023	7/1/2024	<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

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 1 Granite Place Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Department of the Treasury
Internal Revenue Service
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

008138

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.**

FINANCIAL STATEMENTS

JUNE 30, 2023

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Statement of functional expenses	7
Statement of cash flows	8
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HESSION & PAIRE, PC.
CERTIFIED PUBLIC ACCOUNTANTS
62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the accompanying 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, 2023, 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 financial statements referred to above present fairly, in all material respects, the financial position of CASA as of June 30, 2023, 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 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 CASA 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 misstatement, whether due to fraud or error.

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

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 CASA'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 CASA'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 CASA's ability to continue as a going concern for a reasonable period of time.

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

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 CASA's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 7, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 6, 2023, on our consideration of CASA'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 CASA'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 CASA's internal control over financial reporting and compliance.

Manchester, NH
November 6, 2023

Hessner, Paul PC

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FINANCIAL POSITION

As of June 30, 2023
(with comparative totals for 2022)

	ASSETS		2023	2022
	Without Donor Restrictions	With Donor Restrictions		
Current assets				
Cash and cash equivalents	\$ 3,126,394	\$ 135,261	\$ 3,261,655	\$ 3,727,198
Sponsorship receivable	18,235	-	18,235	10,025
Grants receivable	185,866	-	185,866	174,234
Pledges receivable	-	165,150	165,150	181,195
Prepaid expenses	5,185	-	5,185	-
Total current assets	<u>3,335,680</u>	<u>300,411</u>	<u>3,636,091</u>	<u>4,092,652</u>
Noncurrent assets				
Investments	2,037,879	1,007,411	3,045,290	2,298,349
Pledges receivable, net of current	-	100,753	100,753	43,503
Property and equipment, net	1,015,158	-	1,015,158	1,056,940
Operating lease; right-of-use asset	148,454	-	148,454	-
Total noncurrent assets	<u>3,201,491</u>	<u>1,108,164</u>	<u>4,309,655</u>	<u>3,398,792</u>
Total assets	<u>\$ 6,537,171</u>	<u>\$ 1,408,575</u>	<u>\$ 7,945,746</u>	<u>\$ 7,491,444</u>
	LIABILITIES AND NET ASSETS			
Current liabilities				
Accounts payable	\$ 42,711	\$ -	\$ 42,711	\$ 40,208
Accrued expenses	108,593	-	108,593	98,553
Operating lease liability	35,379	-	35,379	-
Total current liabilities	<u>186,683</u>	<u>-</u>	<u>186,683</u>	<u>138,761</u>
Noncurrent liabilities				
Operating lease liability, net of current	113,573	-	113,573	-
Total liabilities	<u>300,256</u>	<u>-</u>	<u>300,256</u>	<u>138,761</u>
Commitments (see Notes)				
Net assets				
Without donor restrictions	6,236,915	-	6,236,915	6,094,468
With donor restrictions	-	1,408,575	1,408,575	1,258,215
Total net assets	<u>6,236,915</u>	<u>1,408,575</u>	<u>7,645,490</u>	<u>7,352,683</u>
Total liabilities and net assets	<u>\$ 6,537,171</u>	<u>\$ 1,408,575</u>	<u>\$ 7,945,746</u>	<u>\$ 7,491,444</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2023</u>
Public support			
Contributions	\$ 782,880	\$ 271,776	\$ 1,054,656
Government grants	1,836,869		1,836,869
Fundraising events, net of costs of \$136,224	691,936	-	691,936
Private grants	257,630	75,000	332,630
Other income	29,895	-	29,895
Donated goods, services and use of facilities	80,351	-	80,351
Total public support	<u>3,679,561</u>	<u>346,776</u>	<u>4,026,337</u>
Investment income, net of fees of \$8,586	<u>67,117</u>	<u>113,246</u>	<u>180,363</u>
Total public support and investment income	<u>3,746,678</u>	<u>460,022</u>	<u>4,206,700</u>
Net assets released from restrictions			
For satisfaction of program restrictions	<u>309,662</u>	<u>(309,662)</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>4,056,340</u>	<u>150,360</u>	<u>4,206,700</u>
Expenses			
Program services	3,317,024	-	3,317,024
Supporting activities			
Management and general	262,231	-	262,231
Fundraising	334,638	-	334,638
Total expenses	<u>3,913,893</u>	<u>-</u>	<u>3,913,893</u>
Increase in net assets	<u>142,447</u>	<u>150,360</u>	<u>292,807</u>
Net assets, beginning of year	<u>6,094,468</u>	<u>1,258,215</u>	<u>7,352,683</u>
Net assets, end of year	<u>\$ 6,236,915</u>	<u>\$ 1,408,575</u>	<u>\$ 7,645,490</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2022</u>
Public support			
Contributions	\$ 627,320	\$ 725,422	\$ 1,352,742
Government grants	1,989,070		1,989,070
Fundraising events, net of costs of \$131,983	624,582	-	624,582
Private grants	238,200	178,650	416,850
Other income	31,458	-	31,458
Donated goods, services and use of facilities	31,493	-	31,493
	<u>3,542,123</u>	<u>904,072</u>	<u>4,446,195</u>
Total public support			
Investment loss, net of fees of \$14,224	<u>(94,699)</u>	<u>(152,403)</u>	<u>(247,102)</u>
Total public support and investment income	3,447,424	751,669	4,199,093
Net assets released from restrictions			
For satisfaction of program restrictions	<u>1,130,691</u>	<u>(1,130,691)</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>4,578,115</u>	<u>(379,022)</u>	<u>4,199,093</u>
Expenses			
Program services	2,794,184	-	2,794,184
Supporting activities			
Management and general	184,761	-	184,761
Fundraising	314,527	-	314,527
Total expenses	<u>3,293,472</u>	<u>-</u>	<u>3,293,472</u>
Increase (decrease) in net assets	1,284,643	(379,022)	905,621
Net assets, beginning of year	<u>4,809,825</u>	<u>1,637,237</u>	<u>6,447,062</u>
Net assets, end of year	<u>\$ 6,094,468</u>	<u>\$ 1,258,215</u>	<u>\$ 7,352,683</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2023
(with comparative totals for 2022)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2023</u>	<u>2022</u>
Payroll					
Salaries and wages	\$ 2,101,303	\$ 166,121	\$ 211,990	\$ 2,479,414	\$ 2,162,841
Payroll taxes	165,837	13,110	16,730	195,677	178,500
Benefits	<u>22,452</u>	<u>1,775</u>	<u>2,265</u>	<u>26,492</u>	<u>7,436</u>
Total payroll	2,289,592	181,006	230,985	2,701,583	2,348,777
Other					
Insurance	220,502	17,432	22,245	260,179	227,080
Professional fees and contract labor	196,690	15,550	19,843	232,083	103,448
Advertising	149,079	11,786	15,040	175,905	175,495
Depreciation	71,261	5,634	7,189	84,084	69,417
Lease expense	56,208	4,444	5,671	66,323	64,937
Training	55,993	4,427	5,649	66,069	14,786
Office expense	49,325	3,898	4,978	58,201	67,207
Service contracts	49,029	3,876	4,946	57,851	57,571
Travel	37,723	2,982	3,806	44,511	22,509
Bank fees	37,644	2,976	3,798	44,418	20,275
Telephone	24,943	1,972	2,516	29,431	30,527
Dues, memberships and subscriptions	17,082	1,350	1,723	20,155	24,088
Postage	12,876	1,018	1,299	15,193	15,845
Repairs and maintenance	12,157	961	1,226	14,344	28,301
Meals and entertainment	12,027	951	1,213	14,191	4,450
Utilities	9,802	775	989	11,566	9,273
Printing	6,960	550	702	8,212	6,472
Gifts and promotions	4,727	374	477	5,578	1,513
Conferences and meetings	<u>3,404</u>	<u>269</u>	<u>343</u>	<u>4,016</u>	<u>1,501</u>
Total other	<u>1,027,432</u>	<u>81,225</u>	<u>103,653</u>	<u>1,212,310</u>	<u>944,695</u>
Total expenses	<u>\$ 3,317,024</u>	<u>\$ 262,231</u>	<u>\$ 334,638</u>	<u>\$ 3,913,893</u>	<u>\$ 3,293,472</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2023
(with comparative totals for 2022)

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 292,807	\$ 905,621
Adjustments to reconcile change in net assets to cash provided by operating activities		
Depreciation	84,084	69,417
Net realized and unrealized (gains) losses on investments	(68,622)	282,856
Loss on disposal of fixed asset	-	849
(Increase) in sponsorships receivable	(8,210)	(8,025)
(Increase) decrease in grants receivable	(11,632)	1,834
(Increase) decrease in pledges receivable	(41,205)	309,439
Contributions restricted for long-term investment	-	(30,279)
(Increase) decrease in prepaid expenses	(5,185)	2,380
Increase (decrease) in accounts payable and accrued expenses	12,543	(60,077)
Increase in operating lease liability	498	-
Net cash provided by operating activities	<u>255,078</u>	<u>1,474,015</u>
Cash flows from investing activities		
Proceeds from sale of investments	255,809	609,751
Purchase of investments	(934,128)	(2,174,307)
Purchase of property and equipment	(42,302)	(81,897)
Net cash used in investing activities	<u>(720,621)</u>	<u>(1,646,453)</u>
Cash flows from financing activities		
Contributions restricted for long-term investment	-	30,279
Net (decrease) in cash and cash equivalents	(465,543)	(142,159)
Cash and cash equivalents, beginning of year	<u>3,727,198</u>	<u>3,869,357</u>
Cash and cash equivalents, end of year	<u>\$ 3,261,655</u>	<u>\$ 3,727,198</u>

See notes to financial statements.

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

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

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

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies

CASA prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by CASA are described subsequently to enhance the usefulness and understandability of the financial statements.

Change in Accounting Principle

ASU 2016-02, Leases

Effective July 1, 2022, CASA adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. CASA determines if an arrangement contains a lease at inception based on whether CASA has the right to control the asset during the contract period and other facts and circumstances. CASA elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. CASA elected the short-term lease recognition exemption for all leases that qualify. Consequently, for those leases that qualify, CASA will not recognize right-of-use assets or lease liabilities on the Statement of Financial Position. CASA generally does not have access to the rate implicit in the lease and, therefore, CASA utilizes a risk-free rate as the discount rate.

The adoption of ASC 842 resulted in the recognition of right-to-use assets of \$168,010 and operating and financing lease liabilities totaling \$168,010 as of July 1, 2022. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with CASA's historical accounting treatment. The adoption of ASC 842 did not have a material impact on CASA's results of operations and cash flows.

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Comparative financial information

The financial statements of CASA include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with CASA's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Use of estimates and assumptions

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

Cash and cash equivalents

For purposes of reporting cash flows, CASA considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents. There were no cash equivalents at June 30, 2023. Excess cash is deposited into a sweep account and earns interest on a daily basis. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Sponsorships receivable

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

Grants receivable

Grants receivable are recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts, or when a unit of service is provided for performance grants.

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Pledges receivable

CASA has launched a capital campaign to generate funds to expand their capacity to meet the emergency faced by our children today from the impact of the opioid epidemic. The campaign was designed to solicit pledges to be paid over time (up to 5 years). Pledges are recorded as net assets with donor restrictions due to the purpose and/or implied time restrictions. The contributions are recorded as revenue at the time the pledges are made. When the purpose and/or time restrictions are met, restrictions are released, and the amounts are recorded on the statement of activities as net assets released from restrictions.

Investments

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

Property and equipment

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

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

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

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Leases

CASA is a lessee in several noncancellable leases for office space. CASA determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. CASA recognizes a lease liability and a right-of-use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. CASA generally does not have access to the rate implicit in the lease and, therefore, CASA utilizes a risk-free rate as the discount rate at the lease commencement date for all classes of underlying assets. The ROU asset is subsequently measured throughout the lease term at the amount of the remeasured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

CASA has elected, for all underlying classes of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement, and do not include an option to purchase the underlying asset that CASA is reasonably certain to exercise. CASA recognizes lease costs associated with short-term leases on a straight-line basis over the lease term.

Net assets

The financial statements report net assets based upon the existence or absence of restrictions placed by its donors, as follows:

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

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Revenue recognition

Contributions and private grants

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.

Government grants

Government grants are recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts, or when a unit of service is provided for performance grants.

Fundraising events

Revenue from fundraising events is recognized when the performance obligation of providing the event is met. The performance obligation of conducting the events is simultaneously received and consumed by the attendees; therefore, the revenue is recognized when the event occurs. Upon receipt of a prepayment from a registrant, CASA recognizes a contract liability in the amount of the prepayment for its performance obligation to provide the event in the future. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at June 30 of each year are recognized in the following year.

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Donated goods and services

A significant portion of CASA's functions are conducted by unpaid officers, Board members, and volunteers. The value of this contributed time is not reflected in the accompanying financial statements since it does not meet the criteria necessary for recognition under U.S. GAAP. 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 goods, services and use of facilities consisted of the following at June 30:

	<u>2023</u>	<u>2022</u>
Consulting services	\$ 66,650	\$ -
Office space	7,800	7,800
Auction items	-	12,374
Advertising	3,118	8,372
Other	<u>2,783</u>	<u>2,947</u>
Total	<u>\$ 80,351</u>	<u>\$ 31,493</u>

CASA recognized donated goods, services and use of facilities within public support for consulting services, office space, auction items, advertising and other. Unless otherwise noted, donated goods, services and use of facilities did not have donor-imposed restrictions.

Donated goods, services and use of facilities were used toward program, fundraising events and general and administrative costs. Donated professional services are recorded at the respective fair values of the services received. Donated 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.

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Functional allocation of expenses

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

Advertising costs

CASA charges advertising costs to operating expenses as incurred.

Financial instruments and credit risk

Deposit concentration risk is managed by placing cash and cash equivalents with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments. 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 and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of CASA's mission.

Income taxes

CASA is a not-for-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as other than a private foundation. However, certain unrelated business income is subject to federal taxation. For the year ended June 30, 2023, there was no liability for tax on unrelated business income. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements.

CASA is no longer subject to income tax examinations by U.S. Federal or State tax authorities for tax years before 2019.

Subsequent events

CASA has evaluated subsequent events through November 6, 2023, the date which the financial statements were available to be issued and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2023.

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

NOTES TO FINANCIAL STATEMENTS

Note 3. LIQUIDITY AND AVAILABILITY

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

	<u>2023</u>	<u>2022</u>
Financial assets:		
Cash and cash equivalents	\$ 3,261,655	\$ 3,727,198
Investments	3,045,290	2,298,349
Sponsorship receivable	18,235	10,025
Grants receivable	185,866	174,234
Pledges receivable	<u>291,400</u>	<u>224,698</u>
Total financial assets	6,802,446	6,434,504
Less financial assets held to meet donor-imposed restrictions:		
Purpose-restricted net assets	(109,764)	(139,342)
Pledges receivable	(291,400)	(224,698)
Donor-restricted endowment funds	<u>(1,007,411)</u>	<u>(894,175)</u>
Amount available for general expenditures within one year	<u>\$ 5,393,871</u>	<u>\$ 5,176,289</u>

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

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

NOTES TO FINANCIAL STATEMENTS

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT

The FASB defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in CASA'S principal or most advantageous market in an orderly transaction between market participants on the measurement date.

The standard establishes a fair value hierarchy which requires CASA to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that CASA has the ability to access as of the measurement date.

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

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

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

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

June 30, 2023	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 103,009	\$ 103,009	\$ -	\$ -
US equities	721,966	721,966	-	-
International equities	264,686	264,686	-	-
Fixed income	1,710,993	1,710,993	-	-
Other investments	<u>244,636</u>	<u>244,636</u>	<u>-</u>	<u>-</u>
Total investments	<u>\$ 3,045,290</u>	<u>\$ 3,045,290</u>	<u>\$ -</u>	<u>\$ -</u>

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

NOTES TO FINANCIAL STATEMENTS

Note 4. INVESTMENTS AND FAIR VALUE MEASUREMENT (concluded)

June 30, 2022	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 93,824	\$ 93,824	\$ -	\$ -
US equities	608,890	608,890	-	-
International equities	177,636	177,636	-	-
Fixed income	1,254,322	1,254,322	-	-
Other investments	<u>163,677</u>	<u>163,677</u>	-	-
Total investments	<u>\$ 2,298,349</u>	<u>\$ 2,298,349</u>	<u>\$ -</u>	<u>\$ -</u>

Fair values of Level 1 investments are determined by reference to quoted market prices and other relevant information generated by market transactions.

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

Note 5. PLEDGES RECEIVABLE

Pledges receivable were as follows at June 30:

	<u>2023</u>	<u>2022</u>
Promises to give expected to be collected in		
Less than one year	\$ 165,150	\$ 181,195
One to five years	<u>126,250</u>	<u>77,301</u>
	291,400	258,496
Less discount to present value	(10,926)	(2,501)
Less allowance for uncollectible pledges	<u>(14,571)</u>	<u>(31,297)</u>
Net pledges receivable	<u>\$ 265,903</u>	<u>\$ 224,698</u>

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

NOTES TO FINANCIAL STATEMENTS

Note 5. PLEDGES RECEIVABLE (concluded)

Pledges receivable are reported at their fair value, which is estimated as the present value of expected future cash inflows on a non-recurring basis. At June 30, 2023, a discount rate of 3% was considered to determine net present value. As discussed in Note 4, the valuation technique used by CASA is a level 3 measure because there are no observable market transactions.

Note 6. PROPERTY AND EQUIPMENT

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

	<u>2023</u>	<u>2022</u>
Buildings and improvements	\$ 1,418,855	\$ 1,394,343
Furniture, equipment and software	<u>279,916</u>	<u>262,127</u>
	1,698,771	1,656,470
Less accumulated depreciation	<u>683,613</u>	<u>599,530</u>
Property and equipment, net	<u>\$ 1,015,158</u>	<u>\$ 1,056,940</u>

Note 7. NET ASSETS WITH DONOR RESTRICTIONS

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

	<u>2023</u>	<u>2022</u>
Time		
Portion of perpetual endowment funds subject to time restriction under the Uniform Prudent Management of Institutional Funds Act (UPMIFA)	\$ 322,789	\$ 209,542
Pledges receivable	291,400	224,698
Restricted for		
Training and community relations	62,068	-
CRM system	25,506	52,816
Language bank	21,340	24,000
Generator	980	1,117
Leadership coaching program	-	46,550
Fiscal year 2023 operations	-	15,000
Endowment restricted in perpetuity	<u>684,492</u>	<u>684,492</u>
Total	<u>\$ 1,408,575</u>	<u>\$ 1,258,215</u>

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

NOTES TO FINANCIAL STATEMENTS

Note 8. ENDOWMENT FUNDS AND NET ASSETS

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

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

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

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

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

Investment Return Objectives, Risk Parameters and Strategies

CASA has adopted an investment policy, approved by the Board of Directors, to create a balanced portfolio among several asset classes managing moderate levels of return with moderate levels of risk, while exceeding long-term inflation. Given CASA has no immediate intention of appropriating any assets for expenditure, there is currently no spending policy in place for the year ended June 30, 2023. However, management is currently in the process of establishing a spending policy that will be in accordance with UPMIFA. During this process, CASA will consider the following

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

NOTES TO FINANCIAL STATEMENTS

Note 8. ENDOWMENT FUNDS AND NET ASSETS (continued)

factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of CASA and (7) the investment policies of CASA.

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

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
June 30, 2023			
Donor-restricted endowment funds	<u>\$ -</u>	<u>\$ 1,007,411</u>	<u>\$ 1,007,411</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
June 30, 2022			
Donor-restricted endowment funds	<u>\$ -</u>	<u>\$ 894,175</u>	<u>\$ 894,175</u>

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

NOTES TO FINANCIAL STATEMENTS

Note 8. ENDOWMENT FUNDS AND NET ASSETS (continued)

Endowment net assets were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
June 30, 2023			
Investments, beginning of year	\$ -	\$ 894,175	\$ 894,175
Net investment income	-	9,120	9,120
Unrealized gain	-	109,221	109,221
Realized loss	<u>-</u>	<u>(5,105)</u>	<u>(5,105)</u>
Total investment income	<u>-</u>	<u>113,236</u>	<u>113,236</u>
Investments, end of year	<u>\$ -</u>	<u>\$ 1,007,411</u>	<u>\$ 1,007,411</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
June 30, 2022			
Investments, beginning of year	\$ -	\$ 1,016,649	\$ 1,016,649
Net investment income	-	20,090	20,090
Unrealized loss	-	(303,336)	(303,336)
Realized gain	<u>-</u>	<u>130,843</u>	<u>130,843</u>
Total investment loss	<u>-</u>	<u>(152,403)</u>	<u>(152,403)</u>
Contributions	<u>-</u>	<u>29,929</u>	<u>29,929</u>
Investments, end of year	<u>\$ -</u>	<u>\$ 894,175</u>	<u>\$ 894,175</u>

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

NOTES TO FINANCIAL STATEMENTS

Note 8. ENDOWMENT FUNDS AND NET ASSETS (concluded)

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

Note 9. OPERATING LEASE COMMITMENTS

CASA has operating lease agreements for various office spaces in Laconia, Dover, Claremont, Berlin, and Keene, New Hampshire. In July 2020, CASA entered into a 5-year operating lease agreement in Dover expiring June 2025 with monthly payments of \$1,042, increased for utility costs each year. In November 2020, CASA entered into a 5-year operating lease agreement in Keene expiring October 2025 with monthly payments of \$940, increased each year by 2%. In May 2023, CASA entered into a 5-year operating lease agreement in Laconia expiring April 2028 with monthly payments of \$1,957, increased each year by 3%. The operating lease agreement in Claremont is rented on a month-to-month basis at \$440 per month. The operating lease agreement for Berlin automatically renews each year at \$500 per month.

Noncash investing and financial activities related to these operating leases includes a lease asset obtained in exchange for lease liabilities of \$168,010.

There is currently no rent requirement other than utilities for CASA's Colebrook office. The estimated fair value of the monthly rental for this space is \$7,800.

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

NOTES TO FINANCIAL STATEMENTS

Note 9. OPERATING LEASE COMMITMENTS (concluded)

Future payments due under the operating leases are as follows:

<u>Year ending June 30,</u>	<u>Amount</u>
2024	\$ 40,482
2025	41,419
2026	28,950
2027	25,790
2028	<u>22,524</u>
Total lease payments	159,165
Imputed interest	<u>(10,213)</u>
Present value of lease liability	<u>\$ 148,952</u>

For the years ended June 30, 2023 and 2022, lease expenses were \$66,322 and \$64,937, respectively.

Note 10. RETIREMENT PLAN

CASA has a defined contribution plan covering all eligible employees. During the year ended June 30, 2023, CASA approved plan contributions up to 2% of eligible employees' salary. For the years ended June 30, 2023 and 2022, CASA contributed \$26,492 and \$7,436, respectively.

Note 11. COMMITMENTS AND CONTINGENCIES

CASA has entered into grant agreements that are recognized when qualifying costs are incurred for cost-reimbursement grants or when a unit of service is provided for performance grants. Revenue from government agencies is subject to review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards.

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

NOTES TO FINANCIAL STATEMENTS

Note 12. RELATED PARTY TRANSACTION

CASA has purchased consulting services from a partnership owned by a family member of CASA's officer. During the years ended June 30, 2023 and 2022, there was \$125,700 and \$20,736 in consulting expenses, of which \$66,650 and \$0 was donated, respectively.



CASA of New Hampshire Board of Directors 2023-2024

Michael Burns – Co- Chairman

[Redacted]

Terry Heinzmann – Co- Chairman

[Redacted]

Evelyn Aissa, Esq. – Vice Chair

[Redacted]

Kathleen Thomas - Treasurer

[Redacted]

Sabrina Dunlap - Secretary

[Redacted]

Mike Ambrogi

[Redacted]

Karen J. Borgstrom, Esq.

[Redacted]

Charles T. Cappetta, MD

[Redacted]

Paul Chant, Esq.

[Redacted]

Sue Chollet

[Redacted]

Pat Clancey

[Redacted]

Madison Dragon

[Redacted]

JöAnn Fenton

[Redacted]

Bill Glahn, Esq.

[Redacted]



CASA of New Hampshire Board of Directors 2023-2024

Chief David Goldstein

[REDACTED]

Key for abbreviations:

(c) = cell phone

(h) = home details

(w) = work details

Evan M. Lowry, Esq.

[REDACTED]

Tom Stevens

[REDACTED]

Marcia (Marty) Sink - President/CEO-Staff Only

[REDACTED]

Caroline Delaney - Staff Attorney-Staff Only

[REDACTED]

CASA Contact Information

[REDACTED]

Top 5 Key Personnel

CASA of NH

VOCA Grant

2024-2025

Name	Job title	Salary
Caroline Delaney	Staff Attorney	\$84,215.00
Bernadette Melton-Pla	Program Director	\$81,095.00
Jonelle Gaffney	Program Director	\$72,524.00
Jessica Storey	Staff Attorney	\$69,628.00
Erin Boylan	Program Director	\$58,000.00
		\$365,462.00

Idina M. Auth

An **exceptional leader**, with proven results in driving down operational costs while improving client satisfaction. Engages with executives to **transform businesses** through new product strategies and applies experience in strategic planning, program and product management, operational optimization, client relationships and technology

Leadership In Practical Problem Solving

- **Streamlining critical program management activities:** Developed recommendations and guided changes that enabled project management governance and increased executive confidence in strategic results
- **Recordkeeping solutions:** Ran performance evaluations and vendor searches for multiple clients for plans of all sizes. Familiar with leading retirement recordkeeping platforms available in the U.S.
- **Product development:** Guided client product definitions, including Health Savings Accounts and small and large market retirement products. Remediated large market clients to increase adoption of preferred product offerings.
- **Business transformation:** Piloted process redesign for addressing customer servicing issues, that ultimately resulted in 37% savings by decreasing call volume and improving customer satisfaction
- **Retaining at-risk clients:** Applied data-driven approach to demonstrate service performance against client expectations, demonstrating tenacity and transparency in improving operations

Capabilities and Skills

Program management	Process improvement
Strategic planning	Operations management
Coaching and mentoring	Organizational transformation
P&L management	Talent development and retention

Maximizing Client Benefits

- **Consistent, high customer satisfaction:** Transparently addressed customer perceptions, establishing controls, measuring SLAs and reporting results for top clients
- **Project management practice lead:** Developed industry perspectives shared across the client base for increasing confidence in strategic plan and project execution
- **Client relationship management:** Managed relationship for marquee client, addressing key dissatisfiers, increasing adoption of standard services while deepening and expanding partnership
- **Client adoption:** Focused client service team on increasing profitability for key clients by leveraging benefits administration expertise to guide clients to more standardized services and better customer experience

Idina M. Auth

Experience

CASA of New Hampshire 2018 - Present

Program Manager 2021-Current

Guardian ad Litem, Volunteer 2018-2021

- Advocate for the best interests of neglected or abused children
- Documented observations and presented information in court
- Coordinated with parents, caregivers and DCYF to help children's needs be met

Tata Consultancy Services, information technology consulting firm 2017 - 2021

Senior Consultant, Product Owner for Operations, Plan Onboarding and Data Analytics

- Coordinated work of up to 70 people across 3 continents to develop cutting edge technology for the US Retirement industry
- Facilitated 3rd party audit of delivery which yielded exceptional results

BridgePoint Group, premier strategic consulting firm servicing Fortune 1000 clients and focused exclusively on the challenges facing the financial services industry 2011 - 2017

Senior Consultant, Program Management Practice Lead

- Leader for field enablement and program oversight for full suite of BridgePoint projects, average 40 projects/year
- Developed recommendations to achieve strategic goals for retirement providers
- Specialties: Strategic planning, streamlining implementation, vendor selection and management, product development life cycle

Fidelity Investments, Fidelity Employer Services Company administered Health & Welfare benefits for top companies in the U.S. 2001 - 2010

Vice President, Health & Welfare Benefits Administration

- Led team of 50-100 associates, including Client Service Managers, Project Managers, Project Analysts and Issue Resolution to deliver Health & Welfare benefits for 600,000+
- Established new primary office location in Albuquerque, NM
- Piloted new Quality Management process, designed to ensure highest quality in industry

Director, Client Services

- Expanded and strengthened client relationship of marquee client

Operations Delivery Director

- Supervised staff of Project Managers and Operations Delivery Leaders
- Established new office location in Raleigh, NC and guided staff remotely
- Spearheaded 1st organizational Six Sigma kaizen event

Senior Manager, Project Management

- Championed process improvements for Annual Enrollment

Senior Project Manager, Platform Conversion

- Led 2 simultaneous platform conversions of \$1.5M and 18 months

Education

Princeton University, Princeton NJ

B.A. in Philosophy (graduated cum laude)

Certified Six Sigma Green Belt

Certificate in Business Administration/Project Management from University of California, Berkeley


CARLA BEGIN

PROFILE Driven, enthusiastic, organized, and compassionate professional with 20+ years of experience in public service industry. Administrative support to high level professionals; maintaining confidentiality while developing internal and external relations, strategic communication, and government relations.

Experience:

Program Manager

September 2023-Current

CASA of New Hampshire, Manchester NH

Supervising, coaching and supporting CASA Guardian Ad Litem (volunteer advocates) and Peer Coordinators who advocate for children and youth in abuse and neglect cases.

Casework Management Specialist

April 2022-Sept 2023

State of Nevada - DCFS - Pahrump, NV

Build rapport and collaborative relationships with children, clients, colleagues, and agency partners. Conduct thorough assessments of families, accurately identify safety threats, caregiver protective capacities, conditions for return, create measurable case plan goals, while keeping in mind the SAFE model tools. Monitor and document delivery of services being mindful of mandatory timeframes. Prepare accurate court reports and updates, testify in court and follow through with court orders. Act in accordance with statute, policy, and procedure.

Community Programs Coordinator

2020-2022

Nye Communities Coalition - Pahrump, NV

Volunteer Coordinator, Staffing Services Manager, Grant Manager, Community Health Worker

Created Marketing strategy and database for Staffing Services Program. Meet with clients, matching candidates for temporary labor positions. Maintain personnel records and process payroll. Provide orientation, direction, and supervision to all adult volunteers. Monthly documentation of service hours, records to court for community service volunteers. Manage the delivery of Child Death Review sub-grant. Link community members with resources as a Community Health Worker. Update and respond to social media posts.

Executive Legal Secretary II

2012-2019

Nye County District Attorney & 5th Judicial District Court - Pahrump, NV

Administrative support to District Court Judge and two Deputy District Attorneys, multi-tasking to include preparing/filing legal documents, managing multiple court calendars, legal response deadlines, ensuring complete preparation for court proceedings, including trials. Liaison between attorneys/judge and investigators, victims, witnesses, law enforcement, defense counsel, Supreme Court. Coordinated travel for witnesses. Victim advocacy. Maintained confidentiality. Responsible for maintaining office supplies/materials. Updated NRS binders annually. NCIC/NCJIS cleared and certified.

Administrative Secretary

2010-2012

Nye County Public Works - Pahrump, NV

Direct Administrative support to Director of Public Works. Liaison between director and government officials, interdepartmental employees, and the public. Maintained Director's schedule, including all meetings and arranging travel. Performed complex administrative and office duties such as: creating and managing multi-million-dollar budget, composing correspondence, project financial tracking, payroll, accounts payable/receivable, grant oversight.

Tracked deadlines for projects and reporting to government officials. Coordinated recruitment, training, and staff development. Prepared agenda and facilitated staff meetings. FEMA crisis certified.

Recruitment & Training Coordinator

1999-2002

CASA of New Hampshire - Manchester, NH

Media campaigning for recruitment of Court Appointed Special Advocate (CASA) volunteers. Screened, trained, and supported volunteers in the District Court Family process. Prepared complex materials for intense training. Adapted National training curriculum for local judiciary. Multiple agency outreach/coordination to provide services to foster children and their families.

Child Protective Services Worker II

1992-1995

Department of Child & Family Services- Manchester, NH

Managed ongoing caseload of children involved in cases of abuse and/or neglect, performing monthly visitations with children and their families. Coordinated all services for child(ren), biological parents and foster families. Prepared reports and testified at legal proceedings

EDUCATION 1993

SAINT ANSELM COLLEGE-GOFFSTOWN, NH

Bachelor of Arts -Sociology/ Social Work

Idell (Dellie) G. Champagne

PROFESSIONAL SUMMARY

Driven, high-performance professional with excellent analytical, communication, and problem-solving skills. Proficient in leading teams, developing strategies, and exceeding deadlines. Dedicated to achieving client satisfaction and surpassing company expectations. Committed to the positive growth and development of children.

AREAS OF EXPERTISE

Educator

Advocate

Business Strategy

Planning & Development

Social Services

Mental Health Management

Mentoring & Training

Public Relations

EDUCATION

University of New Hampshire - Durham, NH

Master of Education

- Secondary Bachelor of Arts - Sociology

PROFESSIONAL PROFILE

CASA of NH – Manchester NH

2023-Current

Program Manager

- supervising, coaching and supporting CASA Guardian-Ad Litem (volunteer advocates) and Peer Coordinators who advocate for children and youth in abuse and neglect cases.

Save the Children Action Network - Concord, NH

2022 - 2023

NH State Manager

- Recruited a statewide team of volunteers to help advance initiatives for children.
- Worked with coalition partners to improve early childhood education initiatives and food insecurity programs.
- Worked with legislators to help them better understand the needs of Granite State children.
- Met with national NH lawmakers' team members in Washington to advocate for children.
- Regularly presented workshops to help build advocacy skills.
- Built out and maintained high school and college advocacy clubs throughout the state.
- Helped create legislation for NH bills.
- Served on steering committees to help bolster programming for children.
- Planned and implemented opportunities for advocates to meet with legislators.

New Futures - Concord, NH

2018 - 2022

Community Engagement Coordinator

- Work to implement and advance the System of Care Law to improve the system for families and children in NH.
- Educate for the public's need for system change; worked closely with both the NH Department of Education and the NH Department of Health and Human Services.
- Successfully advocated for Senate Bill 14 which will transform the way we serve children in NH.
- Created the statewide initiative for middle and high school students: Magnify Voices.
- Developed a work plan that was reported to the Steering Committee bi-monthly and increased membership from 60 to approximately 90+ members.
- Successfully advocated for a state Multi-tiered System of Supports for Behavioral Health and

Wellness framework for NH schools.

- Created a three-hour presentation to deliver to 100 + participants on ACE's (Adverse Childhood experiences)
- Conduct workshops to help build advocacy skills to assist with public speaking in front of legislatures.
- Delivered workshop called the "Roadshow" to organizations providing education on where we are in NH regarding what work is being done.

New Hampshire Judicial Branch- Concord, NH

2016-2018

Education and Training Coordinator

- Designed the Judicial Branch's "New Employee Orientation Comprehensive Program" and delivered this program twice monthly.
- Served on the committee that planned a yearly three-day program for the six New England states, on various topics in judicial education.
- Oversaw an annual training program budget of \$150,000 and approved and provided reports on the budget's spending.

National Alliance on Mental Illness (NAM!) NH - Concord, NH

2015

Family and Community Support Specialist

- Assisted and empowered families to navigate the mental health system of care using the wraparound model.
- Provided one-to-one support to families/primary caregivers of children and/or adolescents with Serious Emotional Disturbance (SED).
- Worked to eliminate stigma and end discrimination regarding mental health for all individuals and their families.

The Warren B. Rudman Center for Justice, Leadership, & Public Policy at

UNH School of Law-Concord, NH

2014-2015

Community Events Coordinator

- Coordinated a day-long program with three prior Presidential Chiefs of Staff as featured guests which was presented to 200+ attendees.
- Worked closely with NH Public Radio to provide a "Conversations with the Candidates Series" which included the candidates for NH Governor, the United States House and the United States Senate.
- Teamed with the White House to plan an award ceremony for the Vice President of the United States.
- Brought many relevant non-partisan social and political discussions to large audiences.

RELEVANT EXPERIENCE

Josten's 2007 - 2014

Sales to NH High Schoolers

Belmont Middle School - Belmont, NH 2006-2007

Gifted & Talented Teacher

University of New Hampshire Education Department - Manchester, NH 2003 -2005

Adjunct Faculty Member/Intern Supervisor Step Ahead Learning Center - Concord, NH 2000-2003

Teacher

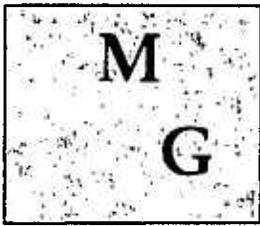
Notre Dame College - Manchester, NH 1996

Adjunct Faculty Member in Social Studies Department

James Masticola Middle School - Merrimack, NH 1991 - 1994

Award Winning Social Studies Teacher

2020 – Present



MARYLEE GORHAM

SUMMARY

Seasoned and compassionate professional possessing key skills in leadership, management, nonprofit organizational management, communication, financial analysis, revenue growth, training, and problem solving. Focused individual enjoys working with others, thrives in demanding group environments, leads cross-functional staff and volunteer teams by example, calm under pressure.

SKILLS

- Successful senior leadership team builder
 - Grant Writer – Visionary Program Developer
 - Proficient Resource Gatherer – Creative Event Manager
 - Creative – Compassionate – Team Builder inward & outward facing
 - Strong Enthusiastic Community Advocate – Eloquent Public Speaker
 - Strategic-Collaborative-Organized- Goals focused
 - Detailed focused Data Collector
-

EXPERIENCE

- Program Manager, CASA of NH, Laconia NH Jun 2023-Current
- Supervising, coaching and supporting CASA Guardian Ad Litem (volunteer advocates) and Peer Coordinators who advocate for children and youth in abuse and neglect cases.
- Director Admissions & Marketing – Peabody Home, Franklin, New Hampshire
September 2019 to May 2023
 - Managed all aspects of promotions for Private Pay NPO Nursing home including developing advertising content and placement, secured print and radio promotional space, published blog and social media communications.
 - Boosted followers on Peabody Facebook platform by 80% and successfully extended reach and engagement.
 - Wrote all communications, news emails and newsletters to resident families and other stakeholders utilizing Constant Contact maintaining above industry standard Open and click through rates.
 - Developed network of professional contacts for admissions.
 - Developed electronic version enquiry packet for prospective new residents and created print version for wide distribution.



MARYLEE GORHAM

- Conducted all tours, follow up, guidance and coordination, building integrity and trust for difficult decisions- maintained minimum weekly tours ratios between 5 – 8 consistently week over week during expansion phase of the organization.
- Presented all contracts for incoming admissions and ensured all supporting documentation accurately stated. Worked with other professional colleagues in the review process – needs assessments and confidential financial reviews.
- Supported and maintained Covid free environment relative to new admissions during prolonged pandemic protocols maintaining a consistent and stable census throughout.
- Created RFP, researched appropriate marketing companies and invited to bid for expansion project.
- Created marketing committee and recruited members to work with marketing company.
- Wrote content for 2020 and 2021 Annual report.
- Worked with and supported all other departments with promotional marketing and communication needs, employment opportunities and constituent/resident family news.
- Successful grant proposal via CARES act funding during pandemic - \$87,000.
- Raised \$85,000 via direct donation requests and grant writing for new Bus for residents at Peabody Home.
- Created successful Ribbon Cutting events for Bus unveiling, and Phase One completion liaison with local dignitaries – corporate members – donors, resident families past and present.

➤ **Interim Executive Director – Peabody Place June 2022-September 2022.**

- Supported Peabody Board of Managers with internal request to step into top leadership position while Board actively recruited the next Administrator. Included in selection process.
- Managed all staffing issues, interviewing, hiring, employment compliance, disciplinary and employee improvement initiatives, scheduling support and nursing staff, engaged outside agency contract staff as needed.
- Offered guidance and support for other department heads during period of uncertainty.
- Ensured Federal – State regulatory requirements maintained.
- Managed financial health working with Finance Director put in place \$100,000 line of credit to ensure daily operational expenses were met. (Did not have to access this)
- Maintained census and ensured stream of admissions did not falter while managing Interim responsibilities.

➤ **Executive Director – NH Humane Society, Laconia, New Hampshire December 2013 to September 2018**

Responsible for management and oversight running mid-sized Nonprofit animal welfare agency based in the Lakes Region with annual budget of \$900,000, an endowment fund of \$3M and access to \$1M liquidity line of credit and staff of twenty-three – five direct reports.

- Increased giving levels by 10% year over year of larger gifts \$1000 or more
- Increased major donor giving three consecutive years 2-14-2017 gifts greater than \$5000
- Increased private family foundation support projects awarded \$25,000



MARYLEE GORHAM

- Stewarded all aspects of grant writing, major donor solicitations to private individuals and family foundations seeking new sources of research and revenue.
- Created perpetual fund for veterinary care endowed by private donor, initial gift \$100,000.
- Spearheaded new Pet Peace of Mind program with Central VNA-Hospice
- Collaborated with the Board of Directors to create and implement a three year strategic plan 2015-2018. Worked to recruit and train appropriate leaders from private sector for board.
- Developed financial oversight protocols working with finance committee and spearheaded quarterly meetings with development of attainable annual budget goals.
- Wrote call to action appeals for direct mail solicitation including year-end annual fund request resulting in giving levels increases 10% year over year (\$25,000 to \$36,000)
- Branded the organization via cultivation of print, radio, and other media.
- Steered website overhaul guiding development of collateral with rebrand project 2015 working with marketing company in Bedford and spearheaded customer service project to streamline and sharpen guest interactions with a positive outcome.
- Represented animal shelter cohort to create cohesive state wide network via the New Hampshire Federation of Humane Organizations member group
- Successful Legislative campaigner on animal welfare/wildlife issues

➤ **Director of Development/Volunteers/PR – NH Humane Society, Laconia,
New Hampshire October 1999- December 2013**

Managed a three-department operation that included community stewardship of donors new and existing, in addition to crafting all public relations touch points and maintained an active volunteer base that staffed every on site and off site event.

- Responsible for planning, managing, executing all aspects and facets of large and small events, community, social, and revenue generating.
- Recruited and trained paid and unpaid staff for various initiatives.
- Managed and oversaw database and registration for events. Procured Square POS technology for efficiency at offsite events.
- Community Liaison and functioning point of contact for vendors, participants, music talent for all events.
- Developed and implemented fundraising events calendar keeping the events current, fresh and innovative annually.
- Spearheaded Annual Auction which garnered over \$100K net proceeds three consecutive years 2013-2016
- Spearheaded signature Funspot Triathlon from inception first year through to year 14, increasing total team participation from 12 to maximum allowable- 44 4 person teams.
- Wrote all press releases and coordinated all video content for web and events
- Hosted local television show to promote the organization and all radio promotions creating a recognizable brand for the organization



MARYLEE GORHAM

- Recruited, managed and maintained vibrant volunteer base of 125+ active volunteers logging over 10,000 hours of service annually interfacing with staffing requirements for all events. Increasing service hours 60% in a four year time frame.
- Created and wrote content for Annual Report planned Annual Meeting in adherence to organizational by-laws and legal requirements.
- Wrote all grant proposals and researched other sources for grant solicitations cultivating and solicitations to private family foundations – financial institutions and corporations.
- Working with Executive Director assisted board of directors driven Capital Campaign for a 1.9M building project – personally securing 400K in donor gifts.

OTHER WORK EXPERIENCE

➤ Veterinary Technician

Fisherville Animal Hospital, [REDACTED] 1994-1998

➤ Shelter Manager – Adopt A Pet Animal Shelter, [REDACTED] 1992-1994

➤ Foreclosure Specialist - Capitol Savings & Loan Company, [REDACTED] 1987-1988

➤ Foreclosure Assistant - Wallick & Volk Mortgage Company, [REDACTED] 1986-1987

EDUCATION

Convent of Jesus & Mary - Ipswich Suffolk England

St. Albans Roman Catholic High School, Ipswich, Suffolk, England

Suffolk College - Ipswich, Suffolk, England -BA English Literature & Sociology

University of Miami-Florida Pre-veterinary studies- one year



MARYLEE GORHAM

AFFILIATIONS

- GPA: Grant Professionals Association
 - AFP NNE – Association of Fundraising Professionals Northern New England
 - NANOE National Association of Non Profit Organizations & Executives
 - SAWA – Society of Animal Welfare Administrators
 - NHFHO - NH Federation of Humane Organizations President 2015- 2018
 - Member Governors Commission on the Humane Treatment of Animals 2017
 - Leadership Lakes Region graduate Class of 2011
 - State of NH Notary Public - Commission expires December 2025
-

Bonnie L. Herrick



Objective: To obtain a position at a New Hampshire organization that can utilize my interpersonal and direct service skills to further the organization's goals and development.

Education:

Bachelor of Social Work May, 1985
University of New Hampshire, Durham, New Hampshire

Master of Human Services May, 1991
Springfield College, Manchester, New Hampshire

Professional Excellence Summary:

Program Manager

CASA of NH, Manchester, New Hampshire **August, 2023 – present**

- ▶ Supervising, coaching and supporting CASA Guardian Ad Litem (volunteer advocates) and Peer Coordinators who advocate for children and youth in abuse and neglect cases.

Executive Assistant

September, 2015 – Aug 2023

Nevins Nursing & Rehabilitation Center, Methuen, Massachusetts

Responsible for the management of the skilled nursing facility's volunteer program, fundraising efforts, community outreach and for providing administrative support to the President, Program Directors and Human Resources Department.

- ▶ Proficiency in providing exemplary customer service over the phone, in person and electronically while managing multiple projects and deadlines
- ▶ Proficiency in developing outreach and marketing materials
- ▶ Proficiency in establishing office protocol and procedures for volunteer and staff management.

Director/ Grant Writer

January, 2011 - September, 2015

JNB & Associates, Amesbury, Massachusetts

Responsible for planning and directing the activities of a capital campaign at non-profit institutions and for providing support to the Principal.

- ▶ Proficiency in navigating multiple gift processing systems.
- ▶ Proficiency in creating donor solicitation and recognition pieces.
- ▶ Proficiency in managing multiple calendars.
- ▶ Proficiency in collaborating with various constituencies.
- ▶ Proficiency in Grant Writing

Bonnie L. Herrick

Program Assistant
CASA of NH, Manchester, New Hampshire

July, 2006 - December, 2010
September, 2001 - December, 2004
September, 1990 - December, 1998

Responsible for providing support to the Executive Director and other duties including recruitment, training and supervision for volunteer guardians ad jitem in child abuse and neglect cases; managing the fundraising database and appeals while being part of the events management team.

- ▶ Proficiency in office and database management.
- ▶ Proficiency in recruitment, screening and training of volunteers, staff and interns.
- ▶ Proficiency in court report writing and child advocacy.
- ▶ Proficiency in the creation of press, outreach and solicitation materials.

Community Services Director
Sexual Assault Support Services

December, 1998-September, 2001

Responsible for representing the organization in the community; recruiting and supervising volunteers; and designing and executing audience specific training for various populations with a focus on law enforcement and hospital personnel.

- ▶ Proficiency in the development and implementation of training specific to populations.
- ▶ Proficiency in establishing and promoting effective community and statewide collaborations including the creation of statewide response protocols.
- ▶ Proficiency in communicating with various constituencies.

Rebecca J. Hester

PROFESSIONAL EXPERIENCE

CASA NEW HAMPSHIRE

September 2019 to present

PROGRAM MANAGER

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

PORTSMOUTH POLICE DEPARTMENT

April 1996 to September 2019

DETECTIVE & DETECTIVE SERGEANT, Investigative Division

March 2008 to September 2019

Detective Sergeant (July 2016 through the present)

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

Juvenile Prosecutor (December 2009 through the present)

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

Investigator (June 2009 through July 2016)

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

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

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

School Resource Officer / Investigator (2008-2009)

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

CANINE HANDLER, Patrol Division

November 2000 to March 2008

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

PATROL OFFICER, Patrol Division

April 1996 to March 2008

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

DEPARTMENT INSTRUCTOR

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

NH POLICE K-9 ACADEMY

May 2004 to March 2008

Assistant Trainer, Patrol and Narcotics Detection

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

SPECIALIZED TRAINING

CASA New Hampshire Permanency Training – November 2019

CASA New Hampshire TPR Training – October 2019

CASA New Hampshire Volunteer Advocate Training – October 2019

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

Supervision:

FBI-LEEDA Supervisor Leadership Institute – May 2017

First Line Supervision – May 2017

Prosecution:

Basic Police Prosecutor – December 2009

Juvenile Investigations:

Conducting Child Abuse Investigations – March 2018

Partnering for a Future Without Violence Conference – October 2017

12th Annual New England School Safety Conference – April 2017
Conducting Unexplained Child Death Investigations – February 2017
Domestic Minor Sex Trafficking – November 2014
Child Death and Homicide Investigations – April 2013
24th Annual Crimes Against Children Conference (Dallas, TX) – August 2012
Juvenile Justice – Juvenile Compliance update – November 2010
Emerging Trends in Child Sexual Abuse – May 2009
Child Investigative Interviewing – November 2008
NH Attorney General's Conference on Child Abuse and Neglect – September 2008 through 2013
Child Abuse Injury Reconstruction – September 2008
Basic School Resource Officer – July 2008

General Investigations:

Cold Case Homicide Investigations – June 2016
Background Investigations – December 2015
Investigating and Prosecuting Human Trafficking – June 2013
NH Attorney General's Conference on Domestic Violence and Sexual Assault – June 2012
Sex Crimes Investigation – October 2011
NYPD Homicide Investigation Training – November 2009
Basic Criminal Investigation – September 2009
Death and Homicide Investigation – April 2009
Certified Electronic Evidence Collection – January 2009
Reid Interview and Interrogation Technique – September 2008
Sexual Assault Investigation and Prosecution – September 2007
Digital Photography for Law Enforcement – May 2007

Instructor Training:

Child Victims in the Commercial Sex Industry (Train the Trainer) – April 2013
Instructor Development – April 2001
Defensive Driving Instructor – May 2000
Field Training Officer – February 2000

Peer Support Training:

Critical Incident Peer Support – October 2013
Critical Incident Peer to Peer Training – May 2014

CURRENT CERTIFICATIONS

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

PROFESSIONAL AFFILIATIONS

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

EDUCATION

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

Nancy Isikoff

Skills

- Extensive knowledge of the varied issues involved in child protection cases
- Expertise in juvenile court procedures
- Conducting trainings in child welfare law for multidisciplinary collaterals
- Ability to manage large caseloads efficiently
- Collaborative approach to problem solving
- Ability to synthesize information from multiple collaterals to determine what is in a child's best interest
- Excellent oral and written presentation skills honed over 34 years trying cases in juvenile courts

Education And Training

05/1984

J.D.:

Georgetown University Law Center

Washington, D.C.

Honors: Law Review - The Georgetown Law Journal
Editorial Board Associate

05/1978

Bachelor of Arts:

English

Colgate University

Hamilton, New York

Honors: New York State Regent's Scholarship Award
Dean's List

Summary

Attorney with thirty four years' experience litigating child protection cases in the juvenile courts; Skilled at conducting trainings on child welfare law; Adept at organizing and smoothly managing large caseloads; Expertise in collaborating with families and professionals in multiple disciplines to determine what is in a child's best interest; Experienced in establishing trust and rapport with all collaterals to a case including social workers/supervisors, family members, foster and adoptive families, clinicians, court personnel and CASA's; Passionate about child protection and supporting struggling families.

Experience

CASA-NH - Program Manager, Laconia, 11/2021 - present

- Supervise, coach and support CASA/GAL volunteers that advocate for the best interest of children within the juvenile court system.
- Manage assignment and monitoring of CASA/GAL cases for 3 courts.
- Provide casework supervision and edit court reports for advocates.

Department of Children and Families Massachusetts - Assistant Regional Counsel

Boston, MA

02/1988 - 03/2021

- represented DCF in Juvenile Court by preparing and litigating custody, termination of parental rights, guardianship and adoption cases.
- interviewed and prepared witnesses for trial including many expert witnesses on issues such as sexual abuse, domestic violence, substance abuse and mental health.
- prepared petitions, memorandum of law, findings of facts and other legal documents for agency court involved cases.
- legal consults with social workers to determine whether and/or when it was necessary to petition the court for custody.
- conducted legal trainings for new social workers on the court process, writing court reports and testifying in court.
- conducted trainings for agency staff on legal issues pertaining to agency work, changes to law, regulation or policy, and other topics as needed.
- conducted trainings on child welfare law for collaterals such as court clinicians, district attorneys, and multidisciplinary teams.

Mintz, Levin, Cohen, Ferris, Glovsky & Popeo - Litigation Associate

Boston, MA

01/1984 - 01/1988

Congressmen Leo Ryan and Wayne Grisham - Legislative Assistant

Washington, D.C.

01/1978 - 01/1981

Donald L. Leighton, J.R.

OBJECTIVE

Determined, open-minded and detail oriented individual seeks a position in a fitting role that will utilize skills and challenge growth in the field of social work.

EDUCATION

MOUNT WASHINGTON COLLEGE: Manchester, NH *Graduated December 2014*
Bachelor's Degree in Criminal Justice: Cumulative GPA 3.14/4.0

HESSER COLLEGE: Manchester, NH *Graduated April 2013*
Associate's Degree in Criminal Justice: Cumulative GPA 3.8/4.0

THOMAS COLLEGE: Waterville, ME *September 2006 – May 2008*
Studied Marketing

Relevant Course Work

- Constitutional Law and Procedure
- Criminal Law and Judicial Process
- Juvenile Justice and Delinquency
- Corrections Policies and Procedures
- Report Writing and Interviewing
- Criminology

PROFESSIONAL EXPERIENCE

CASA of NH: Manchester, NH *May 2022-Present*
Program Manager

- Case Manage caseload of 40+ volunteers overseeing cases involving child abuse and neglect
- Maintain orderly files and paperwork to comply with grant requirements for recording
- Coordinates with multiple different organizations to effectively make referrals
- Follow all protocols and guidelines under RSA 169-C

Families In Transition: Manchester, NH *February 2020-May 2022*
Case Manager—Shelter and Outreach

- Case Manage caseload of 50+ individuals experiencing homelessness in both emergency shelter and encampments
- Assist 24/7 staff maintain safety and security within adult emergency shelter facilities
- Coordinates with multiple different organizations to effectively make referrals for clients
- Maintain SAMSHA guidelines regarding grant funding for outreach program
- Use de-escalation skills to effectively diffuse volatile situations between clients/staff
- Redirect inappropriate behaviors
- Maintains excel-databases regarding statistics and reporting criteria for city and government
- Train new case managers on outreach policies and procedures

Adams and associates/New Hampshire Job Corps Center: Manchester, NH *January 2018-February 2020*
Counselor

- Case Manage caseload of 50+ Students progress and productivity per criteria set by Department of Labor
- Assist students develop coping skills to work through struggles, and life obstacles
- Coordinate with multiple departments to ensure student success
- Help drive student productivity towards attaining education and training
- Assist with student retention
- Redirect inappropriate behaviors and recommend alternative behavior solutions
- Demonstrates three M's to students and staff (modeling, mentoring, monitoring)
- File paperwork correctly and orderly for record and department of labor audits.
- Assigned as Team Lead for Audit Assessment

Adams and associates/New Hampshire Job Corps Center: Manchester, NH
Residential Coordinator

June 2016-January 2018

- Assists Dorm Supervisor with roles regarding staff accountability
- Carries out assigned tasks in a timely manner
- Assigned as Weekend Center Shift Manager
- Assists Success team with student plans and concerns
- Redirects inappropriate behaviors
- Demonstrates three M's to students and staff (modeling, mentoring, monitoring)
- File paperwork correctly and orderly for record and department of labor audits.

Nashua Children's Home: Nashua, NH
Youth Counselor

January 2016-June 2016

- Role model for young adults to re-enter home living environments
- Account for safety, security and welfare of individuals
- Redirect troubled behaviors displayed within residential youths
- File proper and accurate reports regarding student behavior

Becket Family of Services: Plymouth, NH
Youth Counselor

February 2015- January 2016

- Role model for young adults within the justice system
- Account for safety, security and welfare of individuals
- Redirect troubled behaviors displayed within residential youths
- File proper and accurate reports regarding student behavior

Penobscot County Sheriff's Office: Bangor, Maine
Corrections Officer

November 2013 – January 2015

- Certified in A, B, and C level corrections training to State of Maine standards
- Accountable for conducting checks for safety and security throughout an assigned area
- Uphold policies and procedures to ensure safety and security of public, co-workers, and inmates
- Demonstrates reliability and dedication by executing extra assignments.
- Cross trained in transportation division of Corrections Department
- Crisis intervention Team certified by National Association for Mental Illness (NAMI)

WENDY'S: Merrimack, NH
Shift Manager

August 2011 – November 2013

- Directly dealt with the public and ensured satisfaction with their restaurant experience
- Accountable for handling all cash transactions and maintain balanced registers at all times
- Uphold all company policies and procedures (food preparation, crew and disciplinary actions)
- Demonstrates excellent leadership ability by delegating tasks to a crew of eight individuals
- Responsible for keeping track of all inventories and making sure all products is stocked for the shift

BENEFIT STRATEGIES: Manchester, NH
Client Relations Team Member

October 2011 – January 2012

- Advised customer account status
- Field customer questions and concerns
- Follow-up existing questions and inquiries
- Ensured accuracy and professionalism
- Upheld all HIPAA guidelines on a daily basis

CALLOGIX/BLUE CROSS BLUE SHIELD OF MASSACHUSETTS: Bedford, NH
Account Rep

July 2010 – August 2011

- Solved member problems when bills are received
- Contacted doctors' offices regarding referrals
- Worked closely with members to understand benefits
- Assisted in healthcare benefit comprehension and met quality assurance criteria on phone calls

CCS COLLECTIONS SERVICES/WACHOVIA EARLY-OUT: Andover, MA

June 2009 – July 2010

Collections Representative

- Collected on overdrawn bank accounts
- Met or exceeded monthly collection quota
- Resolved account balances, upheld company guidelines

UNICEL/VERIZON WIRELESS: Bangor, ME

May 2008 – June 2009

Financial Service Representative

- Received three certificates exceptional individual performance
- Collected \$85,000 monthly (\$65,000 as goal)
- Followed FCC regulations and guidelines
- Entered data accurately and proficiently
- Worked as part of highly specialized team, servicing client-sensitive materials and transactions

Gillian Little

PROFESSIONAL STATEMENT

I am a highly ambitious, goal motivated, and organized asset to this team. I have obtained 7 years of experience, knowledge, and skills while working in the behavioral management field. I am a strong advocate, problem solver, and empathetic person who can adapt to high intensity situations quickly. I can work independently or in a team setting while delivering quality work.

EDUCATION

Southern New Hampshire University - Hooksett, NH

Graduation: 2023

- BA in Psychology: Child and Adolescent Development

RELATED COURSEWORK

Psychology of Deviant Behavior, A-

- Adverse behaviors of those in adults and children.

**Ethics and Laws in Child Welfare, A-
2022**

- Apply state and federal laws, regulations, and ethical principles of the child welfare program to real-life situations.
- Examined child custody, foster care, adoption, and the child "best interest" standards.
- Analyzed Department of Health and Human Services and community resources for assisting families and children from birth to adolescence in navigating legal and child welfare guidelines.

WORK EXPERIENCE

CASA of NH, Manchester NH

March 2023-Current

- Supervising, coaching and supporting CASA Guardian Ad Litem (volunteer advocates) and Peer Coordinators who advocate for children and youth in abuse and neglect cases.

Boston Baby Nurse and Nanny- Stoneham, MA

January 2022-January 2023

- Implemented learning and play strategies.

Seacoast ABA- Dover, NH

May 2021 - January 2022

Paraprofessional/Substitute Teacher

- Worked with multiple high need students throughout the day.
- Collected relevant behavior data to further assess the student.
- Advocated for children dealing with abuse and neglect.

William J. White Educational and Behavioral Consulting Company INC. -Ashland, NH

August 2019- May 2021

Registered Behavior Technician

- Worked with one high-need student throughout the year on a 1:1 basis.
- Collected relevant behavioral data to help assess future goals.
- Frequently worked with caregivers to provide better environments for the child.
- Implemented the current curriculum as well as facilitated basic life skills and hygiene.

EDUCATION

Boston College, Chestnut Hill, MA, May 2014

Master of Social Work, Macro Practice, Children, Youth, & Families

Roger Williams University, Bristol, RI, May 2011

Bachelor of Arts in Anthropology/Sociology, Spanish, *summa cum laude*

Theses: "Understanding the Cultural Values of Latino Adoptive Families in Southern New England"; "La comprensión de los valores culturales de las familias latinas adoptivas en el sur de Nueva Inglaterra"

Fulbright Grant Award, El Salvador, September 2011 - July 2012

Lived in El Salvador for ten months to conduct anthropological research on the culture of adoption. Used qualitative methods to organize in-depth interviews that focused on the social, political, and historical components that have influenced the cultural construction of adoption in El Salvador and contributed to its shifting intercountry adoption statistics.

RELEVANT WORK EXPERIENCE

Program Manager, CASA of New Hampshire (Court Appointed Special Advocates), May 2022 - Present

- Assists in training of Volunteer Advocates & Peer Coordinators
- Supervises, coaches, and supports up to 50 CASA Guardians ad Litem (Volunteer Advocates) and Peer Coordinators to oversee and implement the direct service of the CASA Program in Family Courts to advocate effectively on behalf of vulnerable children
- Ensures all court case data and files are accurate and up to date
- Collaborates with community partners such as court personnel, Division of Children, Youth & Families, and others

Advocate Supervisor, Boston CASA (Court Appointed Special Advocates), April 2018- May 2022

- Maintain organized, accurate and up-to-date physical and electronic case records in compliance with Agency protocols, ensuring data integrity for reporting needs
- Supervise 25-30 volunteer advocates
- Support volunteer advocates in the completion of court-mandated duties, including developing and submitting monthly contact logs, editing and submitting court reports, case plans, and participating in court hearings and case meetings
- Exercise discretion and independent judgment to assist advocates in creative problem solving, utilizing community resources, and ensuring accuracy and consistency with permanency planning law and best practices
- Facilitate and mediate relationships between advocates and professionals, family members, and court officials as needed
- Maintain monthly minimum contact with advocates, providing coaching and advice tailored to individual case and volunteer needs
- Annually evaluate advocate performance in the fulfillment of their duties
- Implement a systematic, comprehensive onboarding training for new Advocate Supervisor staff

Program Coordinator, Silver Lining Mentoring, June 2016 - April 2018

- Responsible for screening, training, creating, and supporting relationships between mentors and mentees to uphold or exceed average match lengths of 55 months
- Effectively managed a caseload of up to 24 mentee-mentor matches
- Proactively communicated with mentor, mentee, social worker, parent/guardian, clinician, and other supportive adults throughout the relationship, including DCF and Family Networks
- Served as a resource-broker for youth and families in need of additional services
- Planned and implemented enrichment activities to build community, including youth/mentor group events at least every other month, workshops on topics that are of interest to youth, and SLM's annual camping trip
- Participated in program evaluation efforts by collecting and entering ongoing evaluation data on matches into Efforts-to-Outcomes and Salesforce database

Office Assistant, International Consortium for Health Outcomes Measurement, May 2014 – Oct 2014

- Provided general, clerical and organizational support to the entire ICHOM team
- Attended to daily team e-mail inboxes
- Ordered, sorted, and stocked office supplies as needed
- Scheduled meetings and prepared supporting documents as necessary
- Supported various elements of the planning and execution of the annual ICHOM conference
- Tracked office expenses accurately, clearly, and consistently

Library Binding Assistant, Boston College, O'Neill Library, March 2013- May 2014

- Processed 50 to 100 periodicals each week to be sent to the Acme Binding Company
- Identified and correct mistakes in the Library's Integrated Library System (Ex Libris Alma) during routine processing
- Input information and binding instructions for each volume in order to produce a printed binding ticket and online record
- Created new records in the Ex Libris Alma database for titles being bound

ACTIVITIES

Internship, Donaldson Adoption Institute, Newton, MA, September 2012 – May 2014

- Provided policy and advocacy support by participating in administrative tasks, conducting literature reviews, collecting qualitative data for reports, and examining policy briefs
- Worked closely with the President, Education Director, Project Associate, and Senior Fellows in promoting the advancement of policy positions and advocacy strategies on subjects related to adoption

Internship, Adoption Community of New England, Inc., Westborough, MA, May 2010 - Aug 2010

- Provided administrative and research assistance for two office administrators
- Educated and advocated on behalf of birth parents, adoptive parents, and adopted persons through seminars, workshops, support groups, and exhibition at the North American Council on Adoptable Children (NACAC) Conference
- Worked cooperatively with adoption professionals and agencies to present one of the largest annual adoption conferences in the country

SKILLS

Computer Skills

- Experience with CASA Manager, Survey Monkey, Salesforce, EvolvCS software, FileMaker Pro software, Microsoft Office (Outlook, Word, Excel, & PowerPoint)

Language

- Studied Spanish for eleven years

Megan M. Marino

WORK EXPERIENCE: CHILD WELFARE AND EDUCATION

- | | |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------|
| January 2023–Present | Program Manager
CASA of New Hampshire, Laconia, NH |
| November 2011–Present | Adjunct Instructor, English (Campus and Online)
Southern New Hampshire University, Manchester, NH |
| September 2012–Present | Adjunct Instructor, English (Campus and Online)
NHTI, Concord's Community College, Concord, NH |
| August 2020–June 2021 | Special Education Teacher, K-5, NH Alternative 4 Certification
Canterbury Elementary School, Canterbury, NH |
| August 2019–July 2020 | Special Education Assistant
Canterbury Elementary School, Canterbury, NH |
| January 2013–February 2014 | Academic Advisor, First Year Experience
Southern New Hampshire University, Manchester, NH |

SUMMARY OF ADDITIONAL WORK EXPERIENCE

Prior to beginning my career in child welfare and education, I worked for over a decade as a writer, an editor, and a manager of marketing, membership, programs, and events for both for-profit and nonprofit organizations, such as Arcadia Publishing, Jefferson Pilot Financial, Capitol Center for the Arts, and the NH Writers' Project.

EDUCATION

- | | |
|----------------------------|------------------------------------------------------------------------------------------------------------------------|
| June 2009–May 2011 | Master of Education in Elementary Education, NH K-8 Certification
Franklin Pierce University, Manchester, NH |
| September 2003–August 2005 | Master of Arts in Writing and Literature
Rivier College, Nashua, NH |
| September 1995–May 1999 | Bachelor of Science in Business Administration
University of New Hampshire, Durham, NH |

Stephen G. Pruyn



Education

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

Employment

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

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

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

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

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

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

References available on request

Shiloh Remillard

Education

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

Workshops and Training

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

Early Childhood Experiences

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

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

- ❖ 40 Hours per week

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

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

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

- ❖ 40 Hours per week

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

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

- ❖ 35 hours per week

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

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

- ❖ 35 hours per week

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

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

- ❖ 30 hours per week

Activities

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

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

Honors/Awards/Credential

Member of Phi Theta Kappa

Made Dean's List 09-10

References

References available upon request

Mark Rissala

PROGRAM MANAGER

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

PROFESSIONAL EXPERIENCE

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

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

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

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

Department of Health and Human Services Claremont/New Hampshire

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

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

EDUCATION/ PROFESSIONAL DEVELOPMENT/AFFILIATIONS

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

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

AMY SCHUTTE



PROFESSIONAL SUMMARY

Forward-thinking team leader skilled at operating departments efficiently to meet goals. Experienced Manager with strong skills in HR, office operations and procedures. Proactive and hardworking individual focused on continuous operational improvement. Versatile Managing Director with proven abilities across all levels of organizational management. Talented in developing partnerships, overseeing personnel and developing tactical plans to meet strategic goals.

WORK HISTORY

Program Manager

CASA of NH - Manchester, NH

- Supervising, coaching and supporting CASA Guardian Ad Litem (volunteer advocates) and Peer Coordinators who advocate for children and youth in abuse and neglect cases.

Director of Operations, 01/2020 - Current

Mento LLC - Manchester, NH

- Oversaw day-to-day production activities in accordance with business objectives.
- Worked collaboratively with leaders to implement new procedures and corrective actions to improve quality.
- Onboard and administrate new employees into the business.
- Research, collect, track and analyze relevant business data.
- Perform accounts payable and receivable activities as well as invoicing for all client activity.
- Serve as executive assistant to the CEO performing all scheduling and administrative tasks.

Office Manager, 05/2019 - 12/2019

Century 21 New Millennium - Chantilly, VA

- Responsible for organizing monthly branch meetings/trainings.
- Responsible for agent billing of office supplies & marketing material.
- Managed maintenance of building/office equipment.
- Agent support with marketing, transaction management and sale closings.
- Preparing monthly reports for Branch Leader.

Child Advocacy Supervisor, 03/2017 - 11/2018

CASA - Manassas, VA

- Responsible for the supervision of 25 advocates, ensuring advocate participation to case completion.

- Acted as a direct liaison with judges, attorneys, and key players in each case.
- Participated in recruiting, interviewing, hiring, training, and coaching for all new advocates.
- Monitored compliance with continuing education and certification hours for advocates, as well as compliance with State and Federal mandates, rules, and regulations.
- Acted as a Member of the Board for Child Protection Partnership to provide education on child protection issues, define strategic plans for the organization, review financials and approve consultant compensation.
- Participated in fundraising events to include sales of event tables, monthly subscriptions, and single donations, as well as event planning. Also, assisted with grant writing.

Guardian ad Litem Program Coordinator, 10/2008 -06/2014

Minnesota Judicial System, Judicial System - Chaska, MN

- Remotely and in-person managed a minimum of 20 Guardians ad Litem across 5 counties; each carried approximately 40 cases at any given time in both Juvenile and Family Court
- I managed caseload sizes and coordinated assignments of cases.
- Provided reports to the court with updates on family dynamics, progress on services, compliance on court orders and made recommendations to the court for additional or continuation of services.
- In Family Court provided Custody Evaluations making recommendations regarding physical custody, legal custody and parenting time schedules.
- Also acted as a certified family court mediator to address the same issues prior to court intervention.
- Performed legal research, filed motions, testified at court hearings and participated in trials as a party to the proceeding, representing the Guardian ad Litem program and what was in the child's best interest.
- Managed every aspect of the operation of my program, including human resources, payroll, expense reports, mileage reports, continuing education requirements, case assignments, training and court related matters.
- Participated in interviewing, hiring, training, coaching, as well as disciplinary actions and termination of an employee.
- Liaison between the Guardian ad Litem program and their labor union
- Responsible for investigating personnel matter for performance issues and bringing them to resolution.
- Monitored contracted employees and volunteers for compliance with program requirements and policy.
- Provided regular staffing and HR reports to direct managers as well as State and Court directors.
- Participated in Children's Justice Initiative Committee and the Juvenile Justice Committee for five counties in our district.
- Made regular visits to each county courthouse to monitor and oversee Guardians ad Litem as well as to engage with county and Court officials.

Guardian ad Litem Program Coordinator, 09/2001-10/2008

State of Minnesota – First Judicial District

- As an advocate for children, I protected the best interest of some of the most vulnerable citizens of my community.
- Helped to manage the extremely difficult paper trail of complex cases, took countless interviews, and took the stand in court to give testimony of my observations regarding their circumstances. In Family Court I completed Custody Evaluations to make recommendations regarding physical/legal custody and parenting time.
- Maintained detail notes on all cases.
- Prepared legal paperwork for court hearings/trials.

EDUCATION

Associate of Arts: Business Administration and Management
Mankato State University - Mankato

SKILLS

- Project Management
- Project Coordination
- Administrative Tasks
- Sales Support

JENNY A. SHEEHAN



PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

1991 - 1995

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

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

1987-1989

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

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

1983 - 1987

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

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

1978 - 1983

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

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

EDUCATION

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

References available upon request

Alison Wheeler



EDUCATION:

2001 Bachelor of Arts-Psychology, University of Vermont
1997 High School Diploma, Brattleboro Union High School

EMPLOYMENT:

2022-Present: Program Manager, CASA of New Hampshire, Keene NH

In this position, I am responsible for supervising, coaching and supporting CASA Guardian Ad Litem (volunteer advocates) and Peer Coordinators who advocate for children and youth in abuse and neglect cases.

2012-2022: Children's Integrated Services (CIS) Coordinator, Winston Prouty Center, Brattleboro VT

In this position, I am responsible for the administrative oversight of the Children's Integrated Services program, which serves at risk pregnant women and families with children birth-age 6. This includes intake and referrals, data management and reporting, coordinating and facilitating team meetings, program planning, outreach and collaboration with community partners, supporting and supervising program staff, in addition to other office duties and responsibilities. I am also a part of the organizational management team, supporting and participating in the operations and planning for all programs in the agency.

Nov 2009-2012: Children's Integrated Services (CIS) Family Support Worker, Winston Prouty Center

In this position, I provided home visits to pregnant women and families, offering support with individual and family goals, in addition to assisting families with resources such as housing, transportation, and childcare. I maintained accurate and thorough files and worked closely with area agencies to coordinate the needs and goals of the family.

Nov 2009-present: Developmental Home Provider, Families First, Brattleboro VT

In this position, I am a contracted employee caring for an individual with a developmental disability living in my home. This includes attending to daily needs, administering medications, assisting with medical and other appointments, working on individualized goals and life skills training.

Feb 2004-Aug 2009: Program Director, Amherst Apartments Program, ServiceNet, Amherst, MA

In this position, I was responsible for the supervision of staff and management of a supported housing/outreach program for individuals with severe and persistent mental illness. This position required communication and coordination with medical providers, Case Managers, Clinical and Division Directors, hospital providers, and other treatment teams. I worked to ensure the overall organization and administration of the program to meet the needs of the agency, staff and clients.

Sept 2002-Jan 2004: Clinical Assistant, CODTP, Howard Center, Burlington, VT

In this position, I provided administrative and clinical support to clinicians and staff, as well as assisting in the development and implementation of treatment plans for clients. Some of my responsibilities included: preparing reports, coordinating appointments, co-facilitating treatment

groups, database management, medical transcription, attending and note taking at meetings, filing, organizing and distributing information for staff.

Oct 2000-Jan 2004: Item Processor, Banknorth Group, Williston, VT

Duties included data entry, balancing banking transactions at deposit level using system functions, and identifying and adjusting errors made by customers, tellers, and departments.

Feb 2001-Aug 2002: Research Assistant, Coping Together Project, University of Vermont, Burlington, VT

In this position, my duties included both administrative and organizational work on a large research study examining support groups and emotional adjustment in women with newly diagnosed breast cancer. Other duties included conducting DSM interviews, running participants through a computer task to test attentional biases, scheduling and organizing meetings and appointments, and providing support to principal investigator of study.

OTHER RELEVANT EXPERIENCE/TRAINING:

Board of Directors Secretary, Meeting Waters YMCA, 2017 to present

CPR/First Aid

Mandated Reporter

Brazelton Touchpoints

Strengthening Families

Trauma Informed Practice

EMPLOYMENT REFERENCES:

Luisa Oakley, Children's Integrated Services, [REDACTED]

Ren Yao, ServiceNet, [REDACTED]

Debra Kitzmiller, Vermont Dept of Health, [REDACTED]

Jonelle Gaffney

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

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

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

Professional Experience

CASA of NH, Manchester, NH
(October 2009 to Present)
CASA Program Director (2016-Present)

- Supervision of Program Managers in Manchester, Keene, Claremont & Dover

CASA Guardian Ad Litem Program Manager (2009-2016)

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

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

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

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

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

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

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

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

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

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

Specialized Trainings and/or Certifications

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

References available upon request

BERNADETTE M. PLANTE

OBJECTIVE

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

PROFESSIONAL PROFILE

Guardian Ad Litem, Court Appointed Special Advocate

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

Parent Child Mediation, City of Nashua, NH

WORK HISTORY

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

CASA Program Director (2008-Present)

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

Program Manager of Guardian Ad Litem (2001-2008)

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

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

Emergency Assistance Outreach Director (1998 - 2001)

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

Case Manager (1996 - 1998)

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

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

Case Worker

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

EDUCATION

MELTON MOWBRY COLLEGE, Leicester, England

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

CONTINUING EDUCATION

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

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

REFERENCES ARE AVAILABLE ON REQUEST

ERIN BOYLAN

Accomplishments

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

Experience

- Program Director** September 2023 to Present
CASA of New Hampshire Manchester, NH
- Supervise CASA Program Managers
- Program Manager** August 2018 to September 2023
CASA of New Hampshire Manchester, NH
- Supervise CASA GALs
 - Review and approve court reports
 - Represent CASA in court
 - Plan and facilitate support groups for advocates
 - Assist in facilitating new CASA training
 - Work in the child's best interest
- Family Support Service Coordinator** Jan 2012 to August 2018
Easter Seals Child Development & Family Resource Center Manchester, NH
- Consults with Department of Health and Human Services, school personal, medical providers, and other local agencies to assist families in utilizing existing services and minimizing duplication.
 - Acts as an advocate for and assists families in gaining services.
 - Coordinates parent education, adult education, and other classes as needed.
 - Evaluates, plans, designs, organizes, and directs program activities, either directly or through subordinates to meet the needs of the families served.
 - Collaborate with other organizations to further the mission of the agency.
- Lead Preschool Teacher** Sep 2008 to Dec 2011
Visiting Nurses Association Manchester, NH
- Created and implemented developmentally-appropriate curriculum that addresses all learning styles.
 - Promoted good behavior by using positive behavior interventions and supports method.
 - Organized activities that developed children's physical, emotional, and social growth.
 - Worked closely with center director, family support service coordinator, classroom teaching teams and other specialist.
- Physical & Health Education Teacher** Aug 2006 to Jun 2008
Bishop Brady High School Concord, NH

- Designs physical education and health curriculum in conjunction with department head.
- Maintained up-to-date lesson plans, and scope and sequence for all courses.
- Established positive relationships with students, parents, colleagues, and administrators.
- Kept accurate records of student performance, maintaining a confidentiality of student records and information at all times.
- Drafted letters of recommendation for students' college applications.

Paraprofessional

Dec 2005 to Jun 2006

Kimball School - Concord, NH

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

Kindergarten Teacher

Aug 2002 to Aug 2005

The Learning Center at Concord Hospital
Concord, NH

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

Education

MS, Sports Administration 2012
Southern New Hampshire University - Manchester, NH
Sports Administration

BS, Elementary Education 2002
Elmira College - Elmira, NY
Elementary Education

Additional Work Experience

Assistant Cheerleading Coach 2014 -2016
Southern New Hampshire University - Manchester, NH

Head Cheerleading Coach 2009 - 2013
Plymouth State University - Plymouth, NH

Head Cheerleading Coach 2002 - 2008
Bishop Brady High School - Concord, NH

Certifications

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

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

with all others involved

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

ATTORNEY, ORR & RENO

2005-2008.

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

REPORTER, CASHMERE VALLEY NEWS

2000-2002.

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

WHOLESALE SALES MANAGER, CANOE IMPORTS

1997-1999.

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

EFL TEACHER, KHON KAEN UNIVERSITY

1995-1996.

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

EDUCATION

LITTLETON HIGH SCHOOL – LITTLETON, NH – HIGH SCHOOL DIPLOMA

Graduated salutatorian in 1991.

PRINCETON UNIVERSITY – PRINCETON, NJ – B.A.

Graduated in 1995. Philosophy major, Linguistics certificate.

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

Graduated cum laude in 2005.

REFERENCES

Available upon request.



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.

Program Manager Job Description

Basic Function:

The Program Manager coaches and supports Peer Coordinators and CASA Guardians ad Litem (volunteer advocates) to oversee and implement the direct service of the CASA Program.

Supervision:

The Program Manager reports to their Program Director.

Major Duties & Responsibilities:

- Supervises CASA volunteer advocates and Peer Coordinators who will volunteer in the courts in all NH Courts
- Assists in recruitment of Volunteer Advocates & Peer Coordinators
- Assists in interviewing and screening Volunteer Advocate applicants & Peer Coordinators
- Assists in training of Volunteer Advocates & Peer Coordinators
- Ensures all court case data and files are accurate and up to date
- Acts as liaison to court personnel, Division of Children Youth & Families (DCYF) and other strategic partners

Knowledge & Skills:

- Experience supervising staff and/or volunteers
- Experience in conducting training
- Excellent oral and written skills
- Knowledge of juvenile court/child protection system

Education & Experience:

- Bachelor's Degree required



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

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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, Patience, Respect, Courage, Transparency.

Program Director Job Description

Basic Functions:

Primary responsibilities are to supervise & support 4-6 Program Managers.

Supervision:

Program Director reports directly to the President/CEO

Major Duties & Responsibilities:

- Active member of CASA of NH's Senior Management team
- May maintain supervision of no more than 5-8 CASA Guardians ad litem and 5+ Peer Coordinators
- Community Outreach, general awareness, recruitment & training
- Oversee the work of 4-6 CASA Program Managers (PM's) (direct reports)
- Responsible for orientation and training of new Program Managers
- Maintains a minimum of weekly contact with all direct reports
- Provides a minimum of once monthly, on-sight supervision at regional offices to assigned staff
- Conducts annual performance evaluations of assigned staff.
- Ensure that direct reports adhere to all program and national CASA standards
- Ensures assigned staff maintain regular contact with local DCYF offices
- Ensures contact with local court personnel
- Ensures all assigned staff maintain accurate and up to date case data and files.
- Participates on external committees and groups when designated or appropriate
- Assists in interviewing & screening volunteer applicants when necessary
- Assists in training of advocates when necessary
- Assists in support groups for advocates when necessary
- Assists in coordinating and attends in-service trainings on a rotating basis
- Actively participates in recruitment of CASA advocates
- Performs basic duties of a Program Manager related to the oversight of advocates and Peer Coordinators.
- Reports all monthly supervision data quarterly or, on an as needed basis, to the President/CEO
- Participates actively in all senior management meeting's/discussions.
- Attends CASA of NH Board meetings and participates in fundraising activities at the request of the President/CEO

Knowledge & Skills:

- Strong interpersonal skills.
- Strong verbal & written communication skills.
- Strong organizational skills.

Education & Experience:

Experience with supervising staff and/or volunteers

3+ years experience in a CASA program

Experience in training

Experience in public speaking

Bachelor's Degree



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.



Values: 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.

Permanency Specialist Job Description

Basic Functions:

The Permanency Specialist works with CASA volunteer advocates appointed in Termination of Parental Rights (TPR) proceedings.

Supervision:

The Permanency Specialist reports to the Senior Staff Attorney

Major Duties & Responsibilities:

- Coordinating and organizing preliminary CASA volunteer advocate work for TPR final hearings in RSA 170-C cases
- Monitoring TPR hearing calendars and court documents for program managers and advocates
- Assisting with TPR final hearing report review and editing and providing feedback to CASA volunteer advocates
- Inputting TPR case information onto a data base and creating Excel spreadsheets
- Communicating case progress to CASA staff when necessary
- Monitoring TPR Court orders

Knowledge & Skills:

- Superior writing skills and experience drafting reports
- Proficiency with Microsoft Word and Excel
- Exceptional organizational skills
- Superior interpersonal skills and the ability to work collaboratively

Education & Experience:

Bachelor's degree required

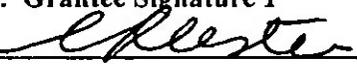
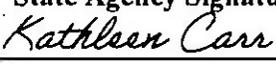
Legal experience in the child protection system

CASA of NH is an Equal Opportunity Employer offering a safe, inclusive, and supportive work environment where everyone is proactively engaged so that New Hampshire's abused and neglected children benefit from increased effectiveness and alignment with our mission.

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 1 Granite Place South, 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- 5021-072-500575	1.7. Completion Date 06/30/2025	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 		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) 		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: 4/8 /2024			
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").

Subrecipient Initials 
Date 3/29/24

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-

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.

5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed

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EXHIBIT A

to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the 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 **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8 **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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EXHIBIT A

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

9 **Compliance with DOJ Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as

EXHIBIT A

posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

10 Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

11 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.

12 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.

13 All subawards ("subgrants") must have specific federal authorization

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

14 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

15 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

Any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17 OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at

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<https://ojp.gov/funding/Implement/Training-Guiding-Principles-Grantees-and-Subgrantees>.

18 **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19 **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20 **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

21 **Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that

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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 **Compliance with general appropriations-law restrictions on the use of federal funds for this award**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at [https://ojp.gov/funding/Explore/FY22 AppropriationsRestrictions.htm](https://ojp.gov/funding/Explore/FY22_AppropriationsRestrictions.htm), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 **Reporting potential fraud, waste and abuse and similar misconduct.**

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24 **Restrictions and certifications regarding non-disclosure agreements and related matters.**

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award,

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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25

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

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this

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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 **Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27 **Access to records**

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

28 **VOCA Requirements**

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

Specifically, the subrecipient certifies that funds under this award will: (a) be awarded to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

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

29 **The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.**

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 **Employment eligibility verification for hiring under the award**

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with any subrecipient who are or will be involved in

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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).

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.

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).

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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.

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Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. A. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier). The subrecipient (at any tier), agent, otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions

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designed to ensure compliance with this condition.

4. Rules of construction

C. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

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Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

<https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33

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.

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Publications

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

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Requirement on use of volunteers

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The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

36 The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

37 The Subrecipient understands that VOCA non-allowable personnel activities include:

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

38 The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

39 Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

40 The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ, Grants Management Unit.

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

41 The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred for civil legal services and victim advocacy provided to victims of crime, including but not limited to personnel, benefits, travel, intake services contract, and indirect costs.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted 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
1 Granite Place South
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 of the total Grant Limitation upon Governor and Council approval or 07/01/2024, whichever is later; to 06/30/2025, 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.

EXHIBIT D

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

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

New Hampshire Legal Assistance [Subrecipient] has completed the EEO reporting tool certification within the last two years at:
https://ojp.gov/about/ocr/faq_eeop.htm on

July 5, 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 email a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the designated web address.

EEO Training Requirements for Subrecipients

Sarah Mattson Dustin [official that completed training] has completed

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

July 5, 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 publicly available to program beneficiaries or prospective beneficiaries.

EXHIBIT D

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 D

- 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 D

- 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.

Sarah Mattson Dustin

Executive Director

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

New Hampshire Legal Assistance (Subrecipient) certifies that any funds awarded through this federal award shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

New Hampshire Legal Assistance (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: Sarah Mattson Dustin, Executive Director

Signature: _____

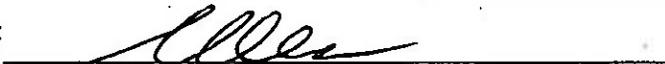


EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

gnd

3/29/20

EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpccompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The 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;

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

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

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

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

Grnd

3/21/21

EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs,
ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

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

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

Sarah Mattson Dustin
Name of Authorized Signor


Signature

Executive Director
Title of Authorized Signor

3/29/24
Date

New Hampshire Legal Assistance, 117 North State Street, Concord, NH 03301

Name and Address of Agency

Subrecipient Initials SM
Date 3/29/24

EXHIBIT G

**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 G
Certification

Sarah Mattson Dustin
Name of Authorized Signor

Executive Director
Title of Authorized Signor


Signature

3/29/2024
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 Unique Entity ID (SAM) 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?

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:

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

EXHIBIT G
Certification

Name: _____ Amount: _____

Subrecipient Initials Sard
Date 3/29/21

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: 0006655807



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 2nd day of April A.D. 2024.

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

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Courtney Herz, 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 8, 2023, 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.

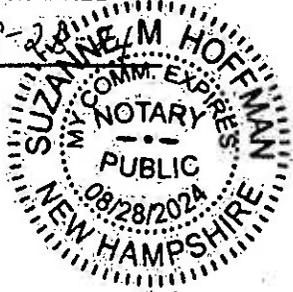
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further 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: 3/21/24

Courtney Herz
Signature of Elected Officer
Name: Courtney Herz
Title: Secretary

Signed and sworn to (or affirmed) before me on 3/21/24 (date), by
Courtney Herz (name).

My Commission Expires 8-28-24
Affix Seal, if any



Suzanne M. Hoffmann
Signature of Notarial Officer / Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2024

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 Cross Insurance-Manchester 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	
INSURED New Hampshire Legal Assistance 117 N. State Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Allmerica Financial Benefit	NAIC #: 41840
		INSURER B: Sequoia Ins Co	22985
		INSURER C: Lloyds of London	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 All Lines w/ Cyber **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			Z2VH660537	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			Z2VH660537	07/01/2023	07/01/2024	MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PERSONAL & ADV INJURY \$ 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		N/A	QWC1296484	07/01/2023	07/01/2024	GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> Y <input type="checkbox"/> N		PRODUCTS - COMP/OP AGG \$ Included				
C	Cyber Liability			ESM0239688848	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ Included
	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.		BODILY INJURY (Per person) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			Z2VH660537	07/01/2023	07/01/2024	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QWC1296484	07/01/2023	07/01/2024	\$
	<input type="checkbox"/> Y <input type="checkbox"/> N		EACH OCCURRENCE \$ 1,000,000				
C	Cyber Liability			ESM0239688848	07/01/2023	07/01/2024	AGGREGATE \$ 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.		E.L. EACH ACCIDENT \$ 1,000,000				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			Z2VH660537	07/01/2023	07/01/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		E.L. DISEASE - POLICY LIMIT \$ 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		N/A	QWC1296484	07/01/2023	07/01/2024	Each Claim \$ 1,000,000
	<input type="checkbox"/> Y <input type="checkbox"/> N		Aggregate \$ 1,000,000				
C	Cyber Liability			ESM0239688848	07/01/2023	07/01/2024	Deductible Per Claim \$ 5,000
	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.						

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 1 Granite Place South 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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P.O. Box 2508
Cincinnati OH 45201

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

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



017451

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

Dear TAXPAYER:

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

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

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

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

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

Sincerely yours,

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

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.

Nashon Clukay & Company PC

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	13,925	13,925
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	248,731	215,082
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	124,191	
TOTAL CURRENT LIABILITIES	<u>737,339</u>	<u>398,721</u>
NONCURRENT LIABILITIES:		
Lease liability	602,070	
TOTAL NONCURRENT LIABILITIES	<u>602,070</u>	<u>-</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	1,292,555	1,447,955
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

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

	Program Services						Supporting Services			Combined Total		
	Domestic Violence Project	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
Salaries	\$ 520,930	\$ 760,220	\$ 282,459	\$ 310,997	\$ 186,053	\$ 108,627	\$ 393,320	\$ 2,562,606	\$ 107,991	\$ 553,340	\$ 661,331	\$ 3,223,937
Pay roll taxes	40,893	59,677	22,173	24,413	14,605	8,527	31,407	201,695	8,045	43,227	51,272	252,967
Employee benefits	98,456	143,682	53,383	58,778	35,164	20,531	74,408	484,404	21,833	100,469	122,302	606,706
Space and occupancy	38,105	55,609	20,661	22,749	13,609	7,946	28,771	187,450		49,057	49,057	236,507
Communications	4,847	7,073	2,628	2,894	1,731	1,011	3,660	23,844		3,633	3,633	27,477
Office supplies and expenses	5,397	15,712	4,238	3,222	1,928	1,136	2,582	34,215	23,957	6,090	30,047	64,262
Library	11,558	13,159	4,889	5,383	5,208	1,880	6,808	48,885				48,885
Temporaries/contract services	68,831	103,361	56,514	37,577	38,162	11,253	40,746	356,444	500	51,498	51,998	408,442
Litigation costs	2,119	2,976	5,166	1,475	3,290	50	269	15,345				15,345
Training and meetings	3,272	7,048	1,443	1,913	2,206	480	1,738	18,100	1,025	3,079	4,104	22,204
Dues and fees	3,664	7,119	2,402	2,187	2,797	764	2,766	21,699		1,878	1,878	23,577
Insurance	5,978	8,724	3,242	3,569	2,135	1,247	4,514	29,409		2,237	2,237	31,646
Equipment rental and maintenance	866	1,264	470	517	309	181	654	4,261		726	726	4,987
Postage	1,675	2,400	1,065	987	1,224	341	1,235	8,927		355	355	9,282
Sub-grants	39,773	110,608	53,500				6,317	210,198				210,198
Travel	13,950	13,486	3,543	2,534	3,978	433	1,568	39,492	442	887	1,329	40,821
Distributions to campaign partners									87,803		87,803	87,803
Other expenses	674	983	363	402	241	140	3,800	6,605	44,116	718	44,834	51,439
Depreciation	5,929	8,652	3,215	3,540	2,118	1,236	4,477	29,167		5,147	5,147	34,314
Total Functional Expenses	\$ 866,917	\$ 1,321,753	\$ 521,358	\$ 483,137	\$ 314,758	\$ 165,783	\$ 609,040	\$ 4,282,746	\$ 295,712	\$ 822,341	\$ 1,118,053	\$ 5,400,799

See notes to financial statements

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

	Program Services							Supporting Services			Combined Total	
	Domestic Violence Project	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
Salaries	\$ 656,827	\$ 551,802	\$ 338,048	\$ 406,811	\$ 145,312	\$ 73,051	\$ 437,374	\$ 2,611,225	\$ 97,819	\$ 514,581	\$ 612,400	\$ 3,223,625
Pay roll taxes	47,423	39,840	24,407	29,372	10,492	5,419	31,058	188,011	7,158	50,482	57,640	245,651
Employee benefits	109,887	92,316	56,555	68,059	24,311	12,556	71,847	435,531	16,266	96,407	112,673	548,204
Space and occupancy	42,592	36,674	23,070	27,763	9,917	5,122	31,066	178,204		51,398	51,398	229,602
Communications	6,700	5,769	3,629	4,367	1,560	806	5,202	28,033		3,548	3,548	31,581
Office supplies and expenses	6,689	5,759	3,623	4,360	1,557	804	3,192	27,984	22,675	4,237	26,912	54,896
Library	10,154	8,744	5,501	6,619	2,364	1,221	7,884	42,487				42,487
Temporaries/contract services	77,163	66,441	41,796	50,297	17,966	9,279	39,905	322,847	890	39,712	40,602	363,449
Litigation expenses	5,547	1,088	1,350	530	3,560	409	1,743	14,227				14,227
Training and meetings	4,252	3,661	2,303	2,771	990	511	3,301	17,789	1,000	1,292	2,292	20,081
Dues and fees	4,828	4,157	2,615	3,147	1,124	581	3,748	20,200	50	1,938	1,988	22,188
Insurance	6,467	5,568	3,502	4,215	1,506	778	4,999	27,035		1,888	1,888	28,923
Equipment rental and maintenance	965	831	523	629	225	116	749	4,038		643	643	4,681
Postage	2,104	1,812	1,140	1,371	490	253	1,634	8,804				8,804
Sub-grants	62,287	64,830	43,143				3,096	173,356				173,356
Travel	9,121	3,238	1,477	499	1,589	540	2,307	18,771	90	299	389	19,160
Distributions to campaign partners									94,319		94,319	94,319
Other expenses	954	822	517	622	222	115	741	3,993	27,561	2,497	30,058	34,051
Depreciation							38,122	38,122		5,977	5,977	44,099
Total Functional Expenses	\$ 1,053,960	\$ 893,352	\$ 553,199	\$ 611,432	\$ 223,185	\$ 113,561	\$ 711,968	\$ 4,160,657	\$ 267,828	\$ 774,899	\$ 1,042,727	\$ 5,203,384

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	15,001	13,531
	<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:

<u>Year Ended</u> <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	<u>309,447</u>	<u>298,639</u>
	847,759	785,682
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			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
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			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
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:

	<u>2022</u>	<u>2021</u>
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 December 31,	Operating
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	
			<u>408,765</u>	<u>\$ -</u>
Direct Award Program				
Education and Outreach Initiatives	14.416	#FEOI20033	36,261	
Education and Outreach Initiatives	14.416	#FEOI210075	20,276	
			<u>56,537</u>	<u>-</u>
Direct Award Program				
Private Enforcement Initiatives	14.418	#FPEI2122031	178,468	
Total Department of Housing and Urban Development			<u>643,770</u>	<u>-</u>
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	
			<u>363,228</u>	<u>37,420</u>
Pass Through Payments from the New Hampshire Department of Justice				
Violence Against Women Formula Grants	16.588	#2022VAW17	45,000	
Total Department of Justice			<u>440,361</u>	<u>37,420</u>
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	2023ARPV520	425,935	
			<u>433,524</u>	<u>-</u>
Total Department of the Treasury			<u>674,903</u>	<u>34,611</u>
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>			<u>69,282</u>	<u>-</u>
Total Department of Health and Human Services			<u>69,282</u>	<u>-</u>
Total Expenditures of Federal Awards			<u>\$ 1,828,316</u>	<u>\$ 72,031</u>

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.

Vashon Clukay & Company PC

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	_____ <u>X</u> _____	no
Significant deficiency(ies) identified?	_____	yes	_____ <u>X</u> _____	none reported

Noncompliance material to financial statements noted?	_____	yes	_____ <u>X</u> _____	no
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Federal Awards

Internal control over major federal programs:

Material weakness(es) identified?	_____	yes	_____ <u>X</u> _____	no
Significant deficiency(ies) identified?	_____	yes	_____ <u>X</u> _____	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	_____ <u>X</u> _____	no
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Identification of major federal program(s):

Assistance Listing Number(s)

Name(s) of Federal Program or Cluster

16.575
21.027

Crime Victim Assistance
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?	_____ <u>X</u> _____	yes	_____	no
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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).

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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 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	\$ 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>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>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>(377,509)</u>
CHANGE IN NET ASSETS	<u>(141,390)</u>	<u>50,551</u>		<u>(90,839)</u>
NET ASSETS - January 1	<u>4,342,092</u>	<u>1,750</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	<u>269,653</u>	<u>2,157</u>	<u>-</u>	<u>271,810</u>
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 January 16, 2024)

NAME	Employment	Work Address	Home Address	Preferred Phone	Preferred Email
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]
OPHELIA BURNETT	American Friends Service Committee	[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)	United States DOJ	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ELIZABETH GREENWOOD	Community Bridges	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
COURTNEY HERZ (Secretary)	Sheehan Phinney	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DOUGLAS P. HILL	Retired attorney	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

NEW HAMPSHIRE LEGAL ASSISTANCE
FY 2025 VOCA Award

Key Personnel

Name	Job Title	Annual Salary (FY 2025 estimated)	% Paid from this Contract	Amount Paid from this Contract
Peggy Brick	Staff Attorney	\$97,375	96%	\$93,480
Erin Cram	Paralegal	\$58,044	100%	\$58,044
Maria Eveleth	Paralegal	\$83,034	65%	\$53,973
Ruth Heintz	Managing Attorney	\$125,367	3%	\$3,761
Mary Krueger	Staff Attorney	\$102,533	30%	\$30,760
Aly McKnight	Staff Attorney	\$66,802	100%	\$66,802
Colleen Perry	Paralegal	\$50,355	100%	\$50,355
Christopher Schott	Staff Attorney	\$72,970	20%	\$14,594
Erin Snow	Project Director / Paralegal	\$76,108	36%	\$27,399
New Hire	Staff Attorney	\$69,236	100%	\$69,236

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

Erin Leigh Cram



Work Experience

Paralegal Advocate

New Hampshire Legal Assistance – Berlin, NH

September 2023 to present

Actively support both advocates of NHLA and survivors of Domestic Violence, Sexual Assault, Stalking in conjunction with the Domestic Violence Advocacy Project by performing research, clerical and support centered activities in the office, court and field setting. Working toward representing clients in court under ongoing Paraprofessional Pilot Program. Perform advocacy, education and outreach in local communities to familiarize them with NHLA and the services offered as well as to engage local partners in collaborative measures to benefit survivors.

Housing Advocate/Victims Right Advocate

Cocos County Family Health Services - Berlin, NH

January 2018 to September 2023

Provide direct service, peer support counseling, legal advocacy, court advocacy, screen individuals for eligibility in Housing First program, sign on relevant parties, case management, request flex funding, provide transportation, shop for program supplies, etc.

Community Integrator

Northern Human Services - Berlin, NH

September 2016 to August 2018

Provide transportation to clientele, adopt and implement relevant enrichment activities that fit within individual client's skill set, accompany individual to work to help supervise and/or lend assistance, counsel when relevant, accompany and engage in physical activities and enrichment activities to keep them motivated.

Waitress/Bartender

Eagle Mountain House - Jackson, NH

October 2014 to December 2016

Meet high levels of customer service, accommodate and supply guests with dining and beverage experience that exceeds expectation, set up and break down dining room, kitchen, bar for relevant shifts and/or special events, maintain composure and decorum under high stress situations

Education

Bachelor's in psychology (pending)

Southern New Hampshire University 2011-pending

Associate in criminal justice 2005-2008

White Mountain Community College, Berlin, NH

Associate in Human Service 2005-2008

White Mountain Community College- Berlin, NH

Skills

- Mural painting / sketching (10+ years)
- Restaurant Experience (4 years)
- Food Preparation (3 years)
- Bartending (1 year)
- Case Management (4 years)
- Meal Preparation (3 years)
- Crisis Intervention (4 years)
- Microsoft Office
- Social Work (6 years)
- Banquet Experience
- Individual / Group Counseling
- Intake Experience
- Behavioral Therapy
- Child & Family Counseling (3 years)
- Program Development

Assessments

Customer focus & orientation — Highly Proficient

June 2019

Responding to customer situations with sensitivity. Full results: Highly Proficient

Verbal communication — Familiar

June 2021

Speaking clearly, correctly, and concisely Full results: Familiar

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Maria I. Eveleth



EDUCATION

- Bachelor of Science, Rivier University, Nashua, New Hampshire
- Business Management Certificate, New Hampshire Technical College, Manchester, New Hampshire
- Juris Doctor University Pontificia Bolivariana, Medellin, Colombia (Completed 4 ½ years of a 5-year program)

EXPERIENCE AND ACCOMPLISHMENTS

- 2023-Present** Department of Justice First Level Accredited Representative. As a DOJ Accredited Representative for NHLA's Immigration Justice Project, I represent immigrants in a myriad of immigration petitions with a special focus on petitions and applications that help protect victims of crimes.
- 2017-2023** Fair Housing Project Co-Director/Testing Coordinator, New Hampshire Legal Assistance, Manchester, New Hampshire. As a project codirector/testing coordinator I supervise HUD grant and grant supported work. Representing fair housing clients throughout the state, coordinating the only testing program in the state.
- 2015-2017** Testing Coordinator, New Hampshire Legal Assistance, Manchester, New Hampshire. As a testing coordinator I recruited and trained testers, conducted systemic testing in rental properties as well as testing requested by HUD.
- 2003-2015** Second Level Accredited Representative of a Nonprofit Organization Recognized by the Board of Immigration Appeals, New Hampshire Catholic Charities, Nashua, New Hampshire
- 2000-2003** First Level Accredited Representative of a Nonprofit Organization Recognized by the Board of Immigration Appeals, New Hampshire Catholic Charities, Windham, New Hampshire
- As an accredited representative, I represented more than thirteen hundred individuals over a sixteen year period in a myriad of immigration matters, including but not limited to family petitions, permanent residence applications, applications to remove conditions on residence, special programs passed by Congress, naturalization applications, waivers of excludability, fiancé petitions, and individuals in removal proceedings.

Specialty: Family Based Immigration and Violence Against Women Act (VAWA) and U visas.

PRESENTATIONS:

Collaborated in many immigration presentations as a trainer on a variety of immigration topics nationwide.

SPECIAL SKILLS:

Bilingual English/Spanish.

Mary Krueger, Esq. [REDACTED]
[REDACTED]

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. [REDACTED]
[REDACTED]

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. [REDACTED]
[REDACTED]

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.

ALY M. MCKNIGHT

| she/her

EDUCATION

Northeastern University School of Law, Boston, MA, Juris Doctor, May 2022

- **Concentration:** Poverty Law & Economic Justice
- **Honors:** Commencement Speaker (2022), Forum Editor, *Northeastern University Law Review* (2021 – 2022); Chief Justice Ralph Gants Access to Justice Fellowship (2021); Associate Editor, *Northeastern University Law Review* (2020 – 2021)
- **Publications:** Aly McKnight, *NOTE: The Human Rights Approach to Black Maternal Mortality: Why Policymakers Should Listen to Black Moms*, 14 NE UNIV. L. REV. ___ 2022.
- **Research Assistant:** Under the supervision of Prof. Lucy Williams, summarized cases in international human rights law for ESCR-Net caselaw database (2020 – 2022)
- **Teaching Assistant:** Prof. Elizabeth Bloom, Legal Skills in Social Context (Winter 2020/21)
- **Poverty Law Clinic:** Represented clients seeking unemployment insurance, welfare assistance, and medical debt alleviation (Summer 2020)
- **Activities:** Disability Justice Caucus (July 2021 – May 2022), National Disabled Law Students Association, *Director of Social Media* (May 2020 – May 2021)

William Smith College, Geneva, NY

Bachelor of Arts in Sociology and Public Policy Studies, *magna cum laude*, May 2015

- **Honors:** Betsy Bullock Mitchell Award (graduating senior who best encompasses the values of William Smith) (2015); President's Civic Engagement Award (2015); Hai Timiai Sr. Honor Society (2014, 2015); Irving Louis Horowitz Prize in Sociology (2014); Laurel Soph./Jr. Honor Society (2012 – 2014); Anderson Centennial Scholar (2011 – 2015)
- **Teaching Fellow:** Sociology (supporting all sociology classes) (Sept. 2014 – May 2015)
- **Study Abroad:** Univ. KwaZulu-Natal, Pietermaritzburg, South Africa (Spring 2013)
- **Activities:** William Smith Congress, President (2014); Orientation Leader (Summer 2013, 2014); Civic Leader for Boys & Girls Clubs of Geneva (2012–2013)

PROFESSIONAL EXPERIENCE

New Hampshire Legal Assistance, Portsmouth, NH

Jan. 2024 – Present

Staff Attorney, Domestic Violence Advocacy Project

Provide direct legal representation to survivors of domestic violence with low incomes seeking counsel in NH protection order, divorce, and parenting cases.

Health Law Advocates, Boston, MA

Oct. 2022 – Oct. 2023

Staff Attorney/Medical-Legal Partnership for Immigrants Fellow

Provided direct services to immigrant clients seeking to access comprehensive public health insurance and eliminate medical debt. Upgraded 50 immigrant clients to comprehensive coverage. Eliminated \$18,000 in medical debt. Participated in advocacy coalitions, developed relationships with hospitals and community health centers. Represented two disabled clients at appeal hearings with Office of Medicaid Board of Hearings. Testified before legislative Joint Committee on Health Care Financing.

Judge Thompson, U.S. Court of Appeals (1st Circuit), Boston, MA,

Sept. 2021 – Dec. 2021

Judicial Intern

Researched and wrote bench memoranda on pending civil and criminal appellate cases prior to oral argument before the First Circuit. Cite and fact-checked opinions before publication.

This resume is two pages long in a sans serif font to account for the visual access needs of readers.

AARP Foundation Litigation, Washington, D.C.

Feb. 2021 – May 2021

Legal Intern

Conducted research and produced memos on issues including mootness doctrine, interrelated Medicaid and ADA/Rehabilitation Act statutes and regulations, and the valuation of privacy in claims for noneconomic damages. Used *Relativity* to review defendant documents in preparation for the deposition of witnesses.

Greater Boston Legal Services, Welfare Law Unit, Boston, MA

Aug. 2020 – Nov. 2020

Legal Intern

Represented clients seeking food stamps, cash assistance, rent relief, and stimulus checks. Researched state-by-state practices of welfare benefits programs during the pandemic. Worked with interpreters and translators to effectively communicate with multilingual clients.

New Futures, Concord, NH

Feb. 2017 – Aug. 2019

Vice President of Community Engagement (Sept. 2018 – Aug. 2019)

Developed and oversaw data management, training program, and organizing strategy for statewide health advocacy non-profit. Managed team of community engagement coordinators.

Training Director (Dec. 2017 – Aug. 2018)

Developed and delivered advocacy curriculum in communities across NH. Consulted and trained organizations to build statewide health advocacy capacity. Authored legislative policy guidance on substance use disorders for NH Public Health Association and served on Friends of NH Drug Courts board of directors.

Community Engagement Coordinator (Feb. – Dec. 2017)

Trained advocates on substance misuse issues throughout NH communities and mobilized them to testify at public hearings, contact legislators, and participate in coalitions.

Greater Nashua Public Health Network, Nashua, NH

Oct. 2016 – Feb. 2017

Substance Misuse Continuum of Care Facilitator

Facilitated the development of continuum of care for substance use disorder (SUD) in the Nashua region.

Office of Mayor Jim Donchess, Nashua, NH

Nov. 2015 – Sept. 2016

Assistant to the Mayor

Founded Mayor's Opioid Task Force and coordinated communication between 60+ community agencies. Developed internal city communications plan and wrote press releases and remarks for Mayor. Addressed citizen concerns. Maintained Mayor's calendar and social media.

BAR ADMISSION

Admitted in Massachusetts, November 2022. New Hampshire bar admission pending.

This resume is two pages long in a sans serif font to account for the visual access needs of readers.

Colleen Perry

[REDACTED]

[REDACTED]

[REDACTED]

Work Experience

Paralegal Advocate, Domestic Violence Advocacy Project

New Hampshire Legal Assistance

December 2023 to Present

- Working with DVAP team to provide legal support in civil protective order and family law cases for survivor/victim clients.
- Supporting the team in gathering information and documents for cases, litigation support, preparing draft documents, and working to support clients.
- Working within NHLA's holistic, client centered approach to ensure that the client's case is approached in a trauma informed, culturally sensitive manner.
- Participating in community engagement efforts.

Paralegal

Parnell, Michels and McKay

April 2023 to October 2023

- Responsible for sending daily correspondence to clients.
- Completing Financial Affidavits and Mandatory Disclosures for divorce and parenting proceedings.
- Scheduling initial consults and managing attorney schedules.
- Filing and organization as needed.

Court Advocate

YWCA - Manchester, NH

September 2021 to April 2023

- Providing legal advocacy to clients experiencing domestic and sexual violence.
- Assists clients in filling out legal paperwork.
- Works with local organizations to create networks of support for clients.
- Helps to train incoming staff and volunteers on court procedures and legal advocacy.

Instructor-Day Program

Aspire Living and Learning - Merrimack, NH

May 2019 to June 2021

- Ensuring the daily health and safety of the client.
- Implementation of the day program schedule developed by the team.
- Daily monitoring of the client and reporting any changes to management.
- Participating in development of the clients Individual Service Plan.
- Training new staff on the program to ensure continuity.

Paraeducator Two

Crotched Mountain Rehabilitation Center - Greenfield, NH

July 2018 to May 2019

- Directly supporting clients with Intellectual and Developmental Disabilities.
- Assisting clients develop meaningful relationships.
- Supporting clients with daily care and hygiene.
- Working to achieve the goals outlined in a client's Individualized Education Program.

Parts Coordinator

Mobility Works - Londonderry, NH

February 2016 to July 2018

- Responsible for ordering parts for 20 stores nationwide.
- Tracked packages daily and ensured timely delivery to stores.
- Helped maintain parts inventory and would replenish levels when needed.
- Resolved shipping issues that would arise daily.

Administrative Assistant

Mobility Works - Londonderry, NH

September 2015 to February 2016

- Took care of all the daily administrative tasks.
- Did daily cash reports and kept track of dealer plates.
- Provided support to mobility consultants.
- Answered phones and scheduled service appointments.

Freelance Writer

New Hampshire State Parks - New Hampshire

January 2015 to September 2015

- Traveled to New Hampshire State Parks and created articles and took pictures that the state used in marketing campaigns.

Education

Bachelor of Arts in English

Keene State College-Keene - Keene, NH

2008 to 2012

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

Intern Coordinator

September 2013-present

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
Paralegal, Insurance Advocacy Unit, Civil Division

2005

- 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
Legal Hiring Assistant

2004-2005

- 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
Legal Receptionist

2003-2004

- 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
Paralegal Professional Certificate Program

January-March 2005

THE CATHOLIC UNIVERSITY OF AMERICA, Washington, DC
B.A. Media Studies

1999-2003

- 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

NHLA Job Description: Project Director

A Project Director has responsibility for the following:

Project Leadership

- Serve as an overall subject matter expert and thought leader for the project's portfolio of work
- Be knowledgeable about client community needs and advocate for NHLA's responsiveness to those needs
- Serve as an external ambassador/spokesperson for the project as needed, for example with community partners, lawmakers, and the media
- Work with 603 Legal Aid staff as needed to support the intake process
- Prepare and lead case acceptance meetings
- Facilitate twice-per-year project meetings (coordinating with other projects if appropriate) to refine priorities, set goals, discuss emerging issues, and conduct other project business
- Monitor and share developments in the law; lead development of responsive legal strategies
- Ensure project staff have access to up-to-date education and training tools and materials; participate in the development and presentation of education and training (including onboarding) as needed

Support of Project Legal Work

- In cooperation with Supervising Attorneys as needed, be accessible to project staff to provide information, guidance, and support for individual casework and other duties
- Participate in formal case review meetings if needed
- Check in as needed with project staff and communicate with Supervising Attorneys about challenges and opportunities as needed
- Provide feedback for staff performance evaluations and work plans

- Maintain familiarity with NHLA's overall case load within the project
- Facilitate access to sample/template written work product through use of the SharePoint Practice Reference Library
- Facilitate communication with and input from other NHLA managers as needed, including promptly notifying the Litigation Director and/or the Executive Director about any professional responsibility issues

Grants/Grid Management

- Be knowledgeable about project grants, including grant terms and deliverables and related grid requirements
- Work closely with the Director of Grants Development and Administration to prepare grant applications and reports
- Work closely with the Executive Director and Controller to resolve any issues related to grant performance

Other Work

- Maintain a portfolio of work reflecting a reasonable workload and aligned with an up-to-date work plan
- Model attentiveness to administrative tasks such as prompt case closing and contemporaneous timekeeping
- Partner with the Executive Director as needed to develop program-wide policy
- Promote a culture of inclusion where all staff members feel a sense of welcome and belonging

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 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Northern Human Services		1.4. Grantee Address 87 Washington Street, Conway, NH 03818	
1.5 Grantee Phone # (603) 447-8137	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$304,316
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 Suzanne Gaetjens-Cleson, 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: <i>Sheri Phillips</i> Assistant Attorney General, On: 4/8/2024			
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-a.
- 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, 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 audit 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, formulas, 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 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 SUBCONTRACTING:** 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 supercedes 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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-SPECIAL PROVISIONS-

Northern Human Services 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.
- 5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed

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to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the 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 **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

8 **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

9

Compliance with DOJ Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as

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The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

14 **Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.**

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

15 **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.**

Any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 **Requirement for data on performance and effectiveness under the award**

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17 **OJP Training Guiding Principles**

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at

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<https://ojp.gov/funding/Implement/Training-Guiding-Principles-Grantees-and-Subgrantees>.

18

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits funds awarded by OJP from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that

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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 Compliance with general appropriations-law restrictions on the use of federal funds for this award

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY22.AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 Reporting potential fraud, waste and abuse and similar misconduct.

Any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award,

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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

- i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25

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

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this

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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27 Access to records

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

28 VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

Specifically, the subrecipient certifies that funds under this award will: (a) be awarded to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

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

29 The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with any subrecipient who are or will be involved in

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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).

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.

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).

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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.

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Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. A. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier). The subrecipient (at any tier), agent, otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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

1. No discrimination, in procurement transactions, against associates of the federal government.

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions

EXHIBIT A

designed to ensure compliance with this condition.

4. Rules of construction

C. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

32 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33 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.

34 Publications

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

35 Requirement on use of volunteers

EXHIBIT A

The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

- 36 **The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.**

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

- 37 **The Subrecipient understands that VOCA non-allowable personnel activities include:**

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

- 38 **The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.**

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

- 39 **Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.**

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

- 40 **The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ, Grants Management Unit.**

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

- 41 **The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).**

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided for activities surrounding mental health treatment and services for victims of crime. This includes expenses incurred for personnel and fringe benefits.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted 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
1 Granite Place South
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 \$304,316 of the total Grant Limitation upon Governor and Council approval or 07/01/2024, whichever is later, to 06/30/2025, 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.

EXHIBIT D

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Kassie Eafrafi [responsible official], certify that

Northern Human Services [Subrecipient] has completed the EEO reporting tool certification within the last two years at:

https://ojp.gov/about/ocr/faq_eoop.htm on

3/20/24 [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 email a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the designated web address.

EEO Training Requirements for Subrecipients

Kassie Eafrafi [official that completed training] has completed

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

3/20/24 [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 publicly available to program beneficiaries or prospective beneficiaries.

EXHIBIT D

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 D

- 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 D

- 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.

Suzanne Gaetjens-Oleson
Name of Authorized Signor

Suzanne Gaetjens-Oleson

Signature

Chief Executive Officer
Title of Authorized Signor

3.20.24

Date

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

Northern Human Services (Subrecipient) certifies that any funds awarded through this federal award shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

Northern Human Services (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: Suzanne Gaetjens-Oleson

Signature: 

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE
REQUIREMENTS**

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - L.L.L., "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law; the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83; Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The 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;

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

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

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

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

EXHIBIT F

(c) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs,
ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

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

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

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

If you are unable to sign this certification, you must attach an explanation to this certification.

Suzanne Gaetiens-Olson
Name of Authorized Signor


Signature

Chief Executive Officer
Title of Authorized Signor

3.20.24
Date

Northern Human Services, 87 Washington Street, Conway, NH 03818

Name and Address of Agency

EXHIBIT G

**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
 - h. 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 G
Certification

Suzanne Gaetiens-Dixon
Name of Authorized Signor

Chief Executive Officer
Title of Authorized Signor


Signature

3.20.24
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 Unique Entity ID (SAM) number for your entity is: **C12LWJKRHJM7**
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:

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

EXHIBIT G
Certification

Name: _____	Amount: _____

State of New Hampshire

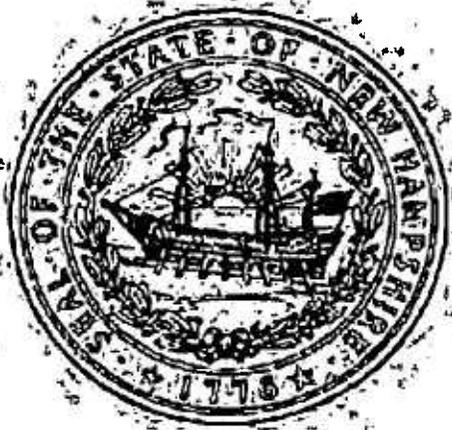
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62362

Certificate Number: 0006658095



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. 2024.

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, Madelene Costello , hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Northern Human Services . I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 2 , 2024,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Suzanne Gaetens-Oleson, CEO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Northern Human Services with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

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

DATED: 3.20.24

ATTEST: Madeline P. Costello President
(Name & Title)

SUSAN G WIGGIN
Notary Public-New Hampshire
My Commission Expires
September 07, 2027

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/05/2024

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Christine A Skehan, PHONE: 855 874-0123, E-MAIL: Christine.Skehan@usi.com. INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Company, NAIC #: 32204.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Prof Liab - entity, and Phys Prof liab.

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

CERTIFICATE HOLDER: NH Dept of Justice, 1 Granite Place South, 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: [Signature]

Financial Statements

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED
JUNE 30, 2022 AND 2021**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Northern Human Services, Inc.

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 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 referred to above present fairly, in all material respects, the financial position of Northern Human Services, 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 of 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 Northern Human Services, 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 the 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.

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 Northern Human Services, 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' Responsibility 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 Northern Human Services, 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 Northern Human Services, 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 accompanying schedule of functional revenues and expenses on pages 28 – 36 and 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* on page 37, are presented for purposes of additional analysis and are 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 functional revenues and expenses and 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 May 30, 2023, on our consideration of Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc. 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 1, 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.

*Leone, McDonnell & Roberts,
Professional Association*

May 30, 2023
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021**

ASSETS

	<u>2022</u>	<u>2021</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 24,125,943	\$ 17,290,923
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of \$213,000 and \$222,000 for 2022 and 2021, respectively	1,630,376	3,692,791
Grants receivable	921,033	224,187
Assets, limited use	726,917	806,316
Prepaid expenses and deposits	<u>201,166</u>	<u>206,897</u>
Total current assets	<u>27,923,637</u>	<u>22,539,316</u>
PROPERTY AND EQUIPMENT, NET	<u>375,056</u>	<u>193,904</u>
OTHER ASSETS		
Investments	2,184,839	2,524,860
Cash value of life insurance	<u>-</u>	<u>470,832</u>
Total other assets	<u>2,184,839</u>	<u>2,995,692</u>
Total assets	<u>\$ 30,483,532</u>	<u>\$ 25,728,912</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 1,325,789	\$ 1,300,981
Accrued payroll and related liabilities	1,465,707	1,656,658
Compensated absences payable	740,191	814,990
Other grants payable	2,307,279	925,485
Refundable advances	111,255	110,000
Deferred revenue	388,399	282,617
Refundable advances, maintenance of effort	631,469	-
Client funds held in trust	427,648	469,616
Due to related party	<u>422,343</u>	<u>53,208</u>
Total liabilities	<u>7,820,080</u>	<u>5,613,555</u>
NET ASSETS		
Net assets without donor restrictions		
Undesignated	22,087,818	19,540,045
Board designated	<u>318,202</u>	<u>318,202</u>
Total net assets without donor restrictions	22,406,020	19,858,247
Net assets with donor restrictions	<u>257,432</u>	<u>257,110</u>
Total net assets	<u>22,663,452</u>	<u>20,115,357</u>
Total liabilities and net assets	<u>\$ 30,483,532</u>	<u>\$ 25,728,912</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, 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 Total</u>	<u>2021 Summarized</u>
PUBLIC SUPPORT				
State and federal grants	\$ 2,251,017	\$ -	\$ 2,251,017	\$ 2,897,159
Other public support	704,252	-	704,252	967,136
Local and county support	495,045	-	495,045	635,427
Donations	69,645	-	69,645	13,262
Total public support	<u>3,519,959</u>	<u>-</u>	<u>3,519,959</u>	<u>4,512,984</u>
REVENUES				
Program service fees	44,145,561	-	44,145,561	42,144,980
Production income	71,325	-	71,325	275,842
Other revenues	320,685	-	320,685	370,636
Total revenues	<u>44,537,571</u>	<u>-</u>	<u>44,537,571</u>	<u>42,791,458</u>
Total public support and revenues	<u>48,057,530</u>	<u>-</u>	<u>48,057,530</u>	<u>47,304,442</u>
EXPENSES				
Program Services:				
Mental health	11,678,621	-	11,678,621	11,535,421
Developmental services	25,991,352	-	25,991,352	25,138,884
Total program services	37,669,973	-	37,669,973	36,674,305
General management	7,526,323	-	7,526,323	6,763,823
Total expenses	<u>45,196,296</u>	<u>-</u>	<u>45,196,296</u>	<u>43,438,128</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>2,861,234</u>	<u>-</u>	<u>2,861,234</u>	<u>3,866,314</u>
NON-OPERATING INCOME				
Investment return (loss)	(326,044)	-	(326,044)	477,198
Change in cash value of life insurance	-	-	-	18,554
Interest income	12,583	322	12,905	16,256
Total non-operating income	<u>(313,461)</u>	<u>322</u>	<u>(313,139)</u>	<u>512,008</u>
Change in net assets	2,547,773	322	2,548,095	4,378,322
NET ASSETS, BEGINNING OF YEAR	<u>19,858,247</u>	<u>257,110</u>	<u>20,115,357</u>	<u>15,737,035</u>
NET ASSETS, END OF YEAR	<u>\$ 22,406,020</u>	<u>\$ 257,432</u>	<u>\$ 22,663,452</u>	<u>\$ 20,115,357</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, 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	\$ 2,548,095	\$ 4,378,322
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	87,099	121,923
Unrealized (gain) loss on investments	516,823	(308,604)
Realized gain on investments	(141,671)	(125,748)
Change in cash value of life insurance		(4,546)
(Increase) decrease in assets:		
Accounts receivable	2,062,415	(1,261,495)
Grants receivable	(696,846)	291,691
Assets, limited use	79,399	(81,720)
Prepaid expenses and deposits	5,731	(13,038)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	24,808	(288,626)
Accrued payroll and related liabilities	(190,951)	134,657
Compensated absences payable	(74,799)	20,097
Other grants payable	1,381,794	738,133
Refundable advances	1,255	(22,500)
Deferred revenue	105,782	180,760
Refundable advances, maintenance of effort	631,469	(339,562)
Client funds held in trust	(41,968)	72,327
Due to related party	369,135	(4,904)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>6,667,570</u>	<u>3,487,167</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(268,251)	(54,420)
Purchases of investments	(536,028)	(449,324)
Proceeds from sales of investments	550,005	465,978
Reinvested dividends	(49,108)	(42,846)
Change in cash value of life insurance	470,832	(14,008)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>167,450</u>	<u>(94,620)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	6,835,020	3,392,547
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>17,609,125</u>	<u>14,216,578</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 24,444,145</u>	<u>\$ 17,609,125</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2022 Total</u>	<u>2021 Summarized</u>
EXPENSES						
Salaries and wages	\$ 6,941,012	\$ 7,527,386	\$ 14,468,398	\$ 3,253,521	\$ 17,721,919	\$ 18,278,427
Employee benefits	1,400,012	1,746,022	3,146,034	689,269	3,835,303	4,005,009
Payroll taxes	502,477	571,524	1,074,001	212,840	1,286,841	1,290,523
Client wages	53,718	29,267	82,985	13,357	96,342	124,815
Professional fees	1,430,397	14,395,622	15,826,019	2,619,929	18,445,948	16,194,216
Staff development and training	18,997	16,661	35,658	11,379	47,037	26,441
Occupancy costs	363,146	517,697	880,843	305,283	1,186,126	1,199,490
Consumable supplies	132,485	170,398	302,883	62,683	365,566	344,677
Equipment expenses	110,389	160,938	271,327	108,816	380,143	291,270
Communications	169,692	149,335	319,027	48,253	367,280	259,125
Travel and transportation	170,152	416,163	586,315	93,097	679,412	431,036
Assistance to individuals	10,323	81,137	91,460	14,604	106,064	40,080
Insurance	80,580	82,892	163,472	31,436	194,908	169,445
Membership dues	39,648	41,277	80,925	32,292	113,217	127,137
Bad debt expense	248,513	82,355	330,868	27,393	358,261	412,417
Other expenses	7,080	2,678	9,758	2,171	11,929	244,020
Total expenses	<u>\$ 11,678,621</u>	<u>\$ 25,991,352</u>	<u>\$ 37,669,973</u>	<u>\$ 7,526,323</u>	<u>\$ 45,196,296</u>	<u>\$ 43,438,128</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
EXPENSES				
Salaries and wages	\$ 161,160	\$ 723,375	\$ 155,536	\$ 699,838
Employee benefits	25,564	95,663	24,399	128,039
Payroll taxes	11,343	50,193	11,587	50,600
Client wages	-	-	-	-
Professional fees	2,266	4,366	761	12,582
Staff development and training	962	6,168	466	571
Occupancy costs	2,918	3,819	536	3,598
Consumable supplies	9,328	4,436	805	4,855
Equipment expenses	1,422	6,372	838	4,106
Communications	4,487	11,019	2,531	11,724
Travel and transportation	791	631	2,715	14,676
Assistance to individuals	154	-	-	65
Insurance	2,494	8,430	2,135	7,673
Membership dues	830	2,838	454	3,072
Bad debt expense	69,399	50,633	-	8,530
Other expenses	231	26	-	35
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	\$ 293,349	\$ 967,969	\$ 202,763	\$ 949,964

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
EXPENSES				
Salaries and wages	\$ 347,615	\$ 168,662	\$ 61,286	\$ 47,891
Employee benefits	54,663	39,055	11,994	12,951
Payroll taxes	24,418	12,117	4,434	3,315
Client wages	-	-	-	-
Professional fees	7,316	1,757	7,276	330
Staff development and training	1,339	117	217	23
Occupancy costs	303	1,073	-	229
Consumable supplies	1,355	953	92	257
Equipment expenses	2,109	1,011	1,501	384
Communications	22,830	3,576	7,872	567
Travel and transportation	996	3,192	150	302
Assistance to individuals	-	100	-	-
Insurance	4,387	2,236	-	1,221
Membership dues	1,148	748	-	200
Bad debt expense	9,915	231	1,557	2,223
Other expenses	7	671	-	-
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 478,401</u>	<u>\$ 235,499</u>	<u>\$ 96,379</u>	<u>\$ 69,893</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
EXPENSES				
Salaries and wages	\$ 173,860	\$ 122,218	\$ 21,204	\$ 534,895
Employee benefits	41,792	22,633	9,756	112,838
Payroll taxes	12,359	10,816	1,467	39,504
Client wages	-	18,993	-	-
Professional fees	1,243	926	145	3,461
Staff development and training	889	16	1	84
Occupancy costs	737	3,133	18	1,593
Consumable supplies	3,566	1,134	1,293	4,313
Equipment expenses	1,085	865	129	3,514
Communications	3,056	3,183	233	8,529
Travel and transportation	2,645	10,016	-	18,842
Assistance to individuals	-	-	-	-
Insurance	1,724	1,197	376	6,485
Membership dues	595	475	70	1,906
Bad debt expense	985	282	-	10,516
Other expenses	1,995	459	-	2,444
	<u>\$ 246,531</u>	<u>\$ 196,346</u>	<u>\$ 34,692</u>	<u>\$ 748,924</u>
Total expenses	<u>\$ 246,531</u>	<u>\$ 196,346</u>	<u>\$ 34,692</u>	<u>\$ 748,924</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Bridge Grant</u>	<u>Victims of Crime Act Program</u>
EXPENSES				
Salaries and wages	\$ 324,418	\$ 576,328	\$ 32,190	\$ 194,190
Employee benefits	87,402	124,201	7,959	34,885
Payroll taxes	23,714	42,480	2,315	13,129
Client wages	-	-	-	-
Professional fees	2,140	3,415	205	1,227
Staff development and training	148	54	6	107
Occupancy costs	1,048	35,841	63,966	1,114
Consumable supplies	1,892	18,961	222	1,017
Equipment expenses	1,877	3,323	191	1,369
Communications	4,706	25,714	1,157	3,756
Travel and transportation	16,113	5,346	3,242	784
Assistance to individuals	320	234	-	-
Insurance	4,308	6,115	372	2,973
Membership dues	1,044	1,761	110	834
Bad debt expense	3,340	8,640	-	36,591
Other expenses	-	1	-	3
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 472,470</u>	<u>\$ 852,414</u>	<u>\$ 111,935</u>	<u>\$ 291,979</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>System of</u> <u>Care</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2021</u> <u>Summarized</u>
EXPENSES					
Salaries and wages	\$ 592,041	\$ 32,981	\$ 1,971,324	\$ 6,941,012	\$ 7,775,256
Employee benefits	102,832	135	463,251	1,400,012	1,475,632
Payroll taxes	41,577	2,683	144,426	502,477	566,611
Client wages	-	-	34,725	53,718	104,421
Professional fees	8,008	80	1,372,893	1,430,397	136,954
Staff development and training	473	1	7,355	18,997	10,842
Occupancy costs	28,694	14	214,512	363,146	569,962
Consumable supplies	3,383	61	74,562	132,485	124,142
Equipment expenses	3,634	103	76,556	110,389	135,587
Communications	8,953	186	45,613	169,692	111,291
Travel and transportation	21,461	-	68,250	170,152	109,925
Assistance to individuals	15	-	9,435	10,323	393
Insurance	7,389	25	21,040	80,580	69,257
Membership dues	1,849	552	21,162	39,648	30,928
Bad debt expense	27,975	-	17,696	248,513	295,875
Other expenses	1	-	1,207	7,080	18,345
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	\$ 848,285	\$ 36,821	\$ 4,544,007	\$ 11,678,621	\$ 11,535,421

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
EXPENSES					
Salaries and wages	\$ 307,911	\$ 40,237	\$ 1,220,743	\$ 293,291	\$ 55,907
Employee benefits	69,148	5,189	354,095	67,962	6,535
Payroll taxes	22,528	3,144	94,973	21,473	4,594
Client wages	-	-	7,606	-	-
Professional fees	333,766	194	388,668	94,806	11,802
Staff development and training	125	-	382	1,836	-
Occupancy costs	10,567	591	51,592	4,796	1,133
Consumable supplies	2,499	330	11,442	3,041	522
Equipment expenses	3,155	419	11,792	5,646	670
Communications	4,183	212	26,330	8,637	400
Travel and transportation	2,636	943	185,385	31,989	4,532
Assistance to individuals	-	25	15,703	420	53
Insurance	3,348	506	15,574	3,897	817
Membership dues	20	-	1,277	-	1
Bad debt expense	-	-	635	41,101	3,586
Other expenses	<u>3</u>	<u>-</u>	<u>41</u>	<u>1</u>	<u>-</u>
Total expenses	<u>\$ 759,889</u>	<u>\$ 51,790</u>	<u>\$ 2,386,238</u>	<u>\$ 578,896</u>	<u>\$ 90,552</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
EXPENSES					
Salaries and wages	\$ 1,277,490	\$ -	\$ 168,495	\$ 568,345	\$ 14,768
Employee benefits	262,609	-	67,408	67,053	3,127
Payroll taxes	104,521	-	12,642	47,090	1,069
Client wages	6,537	-	-	-	-
Professional fees	2,224,301	1,187,125	1,491	1,452,776	1,111,976
Staff development and training	761	-	123	-	-
Occupancy costs	72,054	-	26,342	124	868
Consumable supplies	52,284	-	15,799	1,205	7,116
Equipment expenses	11,187	-	2,018	604	131
Communications	41,462	-	3,479	5,825	264
Travel and transportation	22,409	-	3,915	53,148	98
Assistance to individuals	551	-	37	36,076	855
Insurance	16,700	-	1,980	1,119	166
Membership dues	2,000	-	-	1,414	-
Bad debt expense	494	6	-	-	-
Other expenses	125	-	1	-	-
	<u>\$ 4,095,485</u>	<u>\$ 1,187,131</u>	<u>\$ 303,730</u>	<u>\$ 2,234,779</u>	<u>\$ 1,140,438</u>
Total expenses					

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2021 Summarized</u>
EXPENSES				
Salaries and wages	\$ 22,130	\$ 3,558,069	\$ 7,527,386	\$ 6,292,766
Employee benefits	10,062	832,834	1,746,022	1,690,124
Payroll taxes	1,612	257,878	571,524	474,631
Client wages	-	15,124	29,267	20,394
Professional fees	150,063	7,438,654	14,395,622	15,280,316
Staff development and training	-	13,434	16,661	7,525
Occupancy costs	485	349,145	517,697	453,014
Consumable supplies	130	76,030	170,398	176,088
Equipment expenses	190	125,126	160,938	98,955
Communications	377	58,166	149,335	108,591
Travel and transportation	608	110,500	416,163	307,696
Assistance to individuals	-	27,417	81,137	39,432
Insurance	271	38,514	82,892	65,306
Membership dues	-	36,565	41,277	7,033
Bad debt expense	-	36,533	82,355	116,542
Other expenses	-	2,507	2,678	471
	<u>\$ 185,928</u>	<u>\$ 12,976,496</u>	<u>\$ 25,991,352</u>	<u>\$ 25,138,884</u>
Total expenses				

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of June 30, 2022 and 2021, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accrued Earned Time

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Program Service Fee Revenue

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (three years), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

New Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update (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. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food or clothing; intangible assets; and recognized contributed services. 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 Organization adopted the new standard effective July 1, 2021.

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

Revenue Recognition

The Organization derives revenues from services provided to its clients. Service revenue is reported at the amount that reflects consideration to which the Organization expects to be entitled in exchange for providing services. These amounts are due from clients and third-party payers. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization and the contract with the client or third-party and are satisfied when the service is performed.

The Organization determines the transaction price based on standard charges for goods and services provided as well as the state contract rate with third-party payers.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 24,444,145	\$ 17,609,125
Accounts receivable, net	1,630,376	3,692,791
Grants receivable	921,033	224,187
Assets, limited use	726,917	806,316
Investments	2,184,839	2,524,860
Cash value of life insurance	<u>-</u>	<u>470,832</u>
Total financial assets	29,907,310	25,328,111
Less amounts not available to be used within one year:		
Cash and cash equivalents, board designated	318,202	318,202
Client funds held in trust	427,648	469,616
Net assets with donor restrictions	<u>257,432</u>	<u>257,110</u>
Total amounts not available within one year	<u>1,003,282</u>	<u>1,044,928</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 28,904,028</u>	<u>\$ 24,283,183</u>

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately \$14,900,000).

3. ASSETS, LIMITED USE

As of June 30, 2022 and 2021, assets, limited use consisted of the following:

	<u>2022</u>	<u>2021</u>
Donor restricted cash	\$ 257,432	\$ 257,110
Client funds held in trust	427,648	469,801
Employee benefits	<u>41,837</u>	<u>79,405</u>
Total assets, limited use	<u>\$ 726,917</u>	<u>\$ 806,316</u>

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

4. PROPERTY AND DEPRECIATION

As of June 30, 2022 and 2021, property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Vehicles	\$ 242,373	\$ 346,326
Equipment	<u>523,482</u>	<u>272,231</u>
Total property and equipment	765,855	618,557
Less accumulated depreciation	<u>390,799</u>	<u>424,653</u>
Property and equipment, net	<u>\$ 375,056</u>	<u>\$ 193,904</u>

Depreciation expense totaled \$87,099 and \$121,923 for the years ended June 30, 2022 and 2021, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2022 and 2021:

	<u>2022</u>		<u>2021</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Money Market Funds	\$ 20,487	\$ 20,487	\$ 27,012	\$ 27,012
Mutual Funds:				
Domestic equity funds	767,142	703,089	952,660	651,802
International equity funds	336,644	365,625	438,861	335,741
Fixed income funds	1,057,981	1,174,351	1,091,079	1,064,166
Other mutual funds	<u>2,585</u>	<u>2,691</u>	<u>15,248</u>	<u>14,386</u>
Total	<u>\$ 2,184,839</u>	<u>\$ 2,266,243</u>	<u>\$ 2,524,860</u>	<u>\$ 2,093,107</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	<u>2022</u>	<u>2021</u>
<u>Components of Investment Return (Loss):</u>		
Interest and dividends	\$ 49,108	\$ 42,846
Unrealized gains (losses) on investments	(516,823)	308,604
Realized gains on investments	<u>141,671</u>	<u>125,748</u>
	<u>\$ (326,044)</u>	<u>\$ 477,198</u>

Investment management fees for the years ended June 30, 2022 and 2021 were \$18,533 and \$16,215, respectively, and were netted with investment return.

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

6. FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2022 and 2021.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2022 and 2021.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

Life Insurance: The surrender value of life insurance is valued at the cash value guaranteed to the policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

The table below segregates all financial assets and liabilities as of June 30, 2022 and 2021 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2022</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 20,487	\$ -	\$ -	\$ 20,487
Mutual Funds				
Domestic equity funds	767,142	-	-	767,142
International equity funds	336,644	-	-	336,644
Fixed income funds	1,057,981	-	-	1,057,981
Other funds	<u>2,585</u>	<u>-</u>	<u>-</u>	<u>2,585</u>
 Total investments at fair value	 <u>\$ 2,184,839</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 2,184,839</u>
	<u>2021</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 27,012	\$ -	\$ -	\$ 27,012
Mutual Funds				
Domestic equity funds	952,660	-	-	952,660
International equity funds	438,861	-	-	438,861
Fixed income funds	1,091,079	-	-	1,091,079
Other funds	15,248	-	-	15,248
Cash Value of Life Insurance	<u>-</u>	<u>470,832</u>	<u>-</u>	<u>470,832</u>
 Total investments at fair value	 <u>\$ 2,524,860</u>	 <u>\$ 470,832</u>	 <u>\$ -</u>	 <u>\$ 2,995,692</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020, the Organization increased the discretionary contribution from 2% to 3%. Contributions by the Organization totaled \$437,620 and \$744,597 for the years ended June 30, 2022 and 2021, respectively.

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2022 and 2021. At June 30, 2022 and 2021, the Organization had cash balances in excess of FDIC coverage. However, in addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2022 and 2021, approximately 89% and 87% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health.

Medicaid receivables comprise approximately 89% and 90% of the total accounts receivable balances at June 30, 2022 and 2021, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$995,792 and \$1,018,093 for the years ended June 30, 2022 and 2021, respectively.

The scheduled future minimum lease payments as of June 30, 2022 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2023	\$ 23,140
2024	34,710
2025	32,010
2026	30,660
2027	31,620
Thereafter	<u>10,700</u>
Total	<u>\$ 162,840</u>

See Note 11 for information regarding lease agreements with a related party.

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

11. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due to/from Related Party

At June 30, 2022 and 2021, the Organization had a due to Shallow River balance in the amount of \$422,343 and \$53,208, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$770,034 for each of the years ended June 30, 2022 and 2021. The Organization also leases space from a board member for \$1,200 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2022 and 2021.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2021, Shallow River did not make a donation to the Organization but retained its surplus of \$604,102 due to future plans of acquiring a new building and for use in future renovation projects and maintenance costs. For the year ended June 30, 2022, Shallow River had a net loss of \$247,951 and therefore had no surplus to donate.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2022, the outstanding capitated payment liability totaled \$631,469. Due to suspensions of the required maintenance of effort levels of performance as a result of the COVID-19 pandemic during the year ended June 30, 2021, there was no outstanding capitated payment liability at June 30, 2021.

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

13. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization ensures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2022 and 2021, net assets with donor restrictions consisted of the following:

	<u>2022</u>	<u>2021</u>
Certificates of Deposit – Memorial Fund	\$ 252,417	\$ 252,417
Dream Team Fund	2,963	2,963
Income earned on the Memorial Fund	<u>2,052</u>	<u>1,730</u>
Total net assets with donor restrictions	<u>\$ 257,432</u>	<u>\$ 257,110</u>

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

As a result of the June 30, 2006 merger of The Center of Hope for Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the Fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the Fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2022 and 2021, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2022 and June 30, 2021 were as follows:

	<u>2022</u>	<u>2021</u>
Certificates of deposit, beginning of year	\$ 252,417	\$ 252,417
Interest income	322	883
Withdrawals	<u>(322)</u>	<u>(883)</u>
Certificates of deposit end of year	<u>\$ 252,417</u>	<u>\$ 252,417</u>

16. 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.

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

During the year ended June 30, 2021, the Organization received and expended grant revenue of \$931,371 under the grant through payroll and subcontractor expenses. During its initial implementation, the program ran from April 2020 through July 31, 2020. In November 2020, the program was reinstated through December 2020.

17. AMERICAN RESCUE PLAN ACT

During March 2022, the Organization received funds from the State of New Hampshire Department of Health and Human Services from the American Rescue Plan Act to be used for Recruitment, Retention, and Training Programs (RRTP) for direct support workers (DSWs), direct support professionals (DSPs), and immediate supervisors. These were funds allocated for case management agencies for their employees and to pass funds through to subcontractors. During the year ended June 30, 2022, the Organization received and expended \$802,680 under the grant through payroll and subcontractor expenses. A liability of \$1,896,698 related to the program has been recorded in other grants payable on the statement of financial position at June 30, 2022.

18. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

19. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. Due to the measures put in place to prevent the spread of COVID-19 we are unable to estimate the future performance of the Organization.

20. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through May 30, 2023, the date the June 30, 2022 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS**

FOR THE YEAR ENDED JUNE 30, 2022

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2022 Total</u>	<u>2021 Summarized</u>
REVENUES						
Program service fees:						
Client fees	\$ 407,764	\$ 11,771	\$ 419,535	\$ -	\$ 419,535	\$ 320,539
Residential fees	159,391	186,870	346,261	-	346,261	278,009
Blue Cross	248,349	34,550	282,899	-	282,899	242,534
Medicaid	12,077,325	29,834,720	41,912,045	-	41,912,045	40,136,072
Medicare	577,682	-	577,682	-	577,682	649,861
Other insurance	520,285	40,852	561,137	-	561,137	479,144
Local educational authorities	3,008	40,496	43,504	-	43,504	36,511
Vocational rehabilitation	-	-	-	-	-	1,350
Other program fees	2,498	-	2,498	-	2,498	960
Production/service income	61,210	10,115	71,325	-	71,325	275,842
Public support:						
Local/county government	188,581	125	188,706	306,339	495,045	635,427
Donations/contributions	9,580	-	9,580	60,065	69,645	13,262
Other public support	222,579	-	222,579	174,708	397,287	646,957
Bureau of Developmental Services and Bureau of Behavioral Health	867,895	233,007	1,100,902	334,787	1,435,689	1,930,538
Other federal and state funding	-	-	-	815,328	815,328	966,621
Private foundation grants	163,073	782	163,855	143,110	306,965	320,179
Other revenues	<u>50,034</u>	<u>53,846</u>	<u>103,880</u>	<u>216,805</u>	<u>320,685</u>	<u>370,636</u>
Total revenues	<u>15,559,254</u>	<u>30,447,134</u>	<u>46,006,388</u>	<u>2,051,142</u>	<u>48,057,530</u>	<u>47,304,442</u>
EXPENSES						
Salaries and wages	6,941,012	7,527,386	14,468,398	3,253,521	17,721,919	18,278,427
Employee benefits	1,400,012	1,746,022	3,146,034	689,269	3,835,303	4,005,009
Payroll taxes	502,477	571,524	1,074,001	212,840	1,286,841	1,290,523
Client wages	53,718	29,267	82,985	13,357	96,342	124,815
Professional fees	1,430,397	14,395,622	15,826,019	2,619,929	18,445,948	16,194,216
Staff development and training	18,997	16,661	35,658	11,379	47,037	26,441
Occupancy costs	363,146	517,697	880,843	305,283	1,186,126	1,199,490
Consumable supplies	132,485	170,398	302,883	62,683	365,566	344,677
Equipment expenses	110,389	160,938	271,327	108,816	380,143	291,270
Communications	169,692	149,335	319,027	48,253	367,280	259,125
Travel and transportation	170,152	416,163	586,315	93,097	679,412	431,036
Assistance to individuals	10,323	81,137	91,460	14,604	106,064	40,080
Insurance	80,580	82,892	163,472	31,436	194,908	169,445
Membership dues	39,648	41,277	80,925	32,292	113,217	127,137
Bad debt expense	248,513	82,355	330,868	27,393	358,261	412,417
Other expenses	<u>7,080</u>	<u>2,678</u>	<u>9,758</u>	<u>2,171</u>	<u>11,929</u>	<u>244,020</u>
Total expenses	<u>11,678,621</u>	<u>25,991,352</u>	<u>37,669,973</u>	<u>7,526,323</u>	<u>45,196,296</u>	<u>43,438,128</u>
EXCESS (DEFICIENCY) OF REVENUES						
OVER EXPENSES	<u>\$ 3,880,633</u>	<u>\$ 4,455,782</u>	<u>\$ 8,336,415</u>	<u>\$ (5,475,181)</u>	<u>\$ 2,861,234</u>	<u>\$ 3,866,314</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Audit Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
REVENUES				
Program service fees:				
Client fees	\$ 59,410	\$ 84,308	\$ -	\$ 38,781
Residential fees	-	-	-	-
Blue Cross	36,484	59,617	-	44,493
Medicaid	101,703	854,322	366,707	1,374,717
Medicare	68,574	241,652	-	-
Other insurance	97,900	189,733	-	39,265
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	40,134	-	-	-
Donations/contributions	4,580	-	-	-
Other public support	-	-	8,767	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>5,673</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>414,458</u>	<u>1,429,632</u>	<u>375,474</u>	<u>1,497,256</u>
EXPENSES				
Salaries and wages	161,160	723,375	155,536	699,838
Employee benefits	25,564	95,663	24,399	128,039
Payroll taxes	11,343	50,193	11,587	50,600
Client wages	-	-	-	-
Professional fees	2,266	4,366	761	12,582
Staff development and training	962	6,168	466	571
Occupancy costs	2,918	3,819	536	3,598
Consumable supplies	9,328	4,436	805	4,855
Equipment expenses	1,422	6,372	838	4,106
Communications	4,487	11,019	2,531	11,724
Travel and transportation	791	631	2,715	14,676
Assistance to individuals	154	-	-	65
Insurance	2,494	8,430	2,135	7,673
Membership dues	830	2,838	454	3,072
Bad debt expense	69,399	50,633	-	8,530
Other expenses	<u>231</u>	<u>26</u>	<u>-</u>	<u>35</u>
Total expenses	<u>293,349</u>	<u>967,969</u>	<u>202,763</u>	<u>949,964</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 121,109</u>	<u>\$ 461,663</u>	<u>\$ 172,711</u>	<u>\$ 547,292</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
REVENUES				
Program service fees:				
Client fees	\$ 7,713	\$ 992	\$ 7,874	\$ 1,163
Residential fees	-	-	-	-
Blue Cross	1,969	823	239	1,618
Medicaid	25,894	177,311	22,660	10,027
Medicare	643	-	-	2,623
Other insurance	6,525	1,207	1,281	1,317
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	65,536	-	158,968	-
Other federal and state funding	-	-	-	-
Private foundation grants	-	140,000	-	-
Other revenues	-	-	-	-
Total revenues	108,280	320,333	191,022	16,748
EXPENSES				
Salaries and wages	347,615	168,662	61,286	47,891
Employee benefits	54,663	39,055	11,994	12,951
Payroll taxes	24,418	12,117	4,434	3,315
Client wages	-	-	-	-
Professional fees	7,316	1,757	7,276	330
Staff development and training	1,339	117	217	23
Occupancy costs	303	1,073	-	229
Consumable supplies	1,355	953	92	257
Equipment expenses	2,109	1,011	1,501	384
Communications	22,830	3,576	7,872	567
Travel and transportation	996	3,192	150	302
Assistance to individuals	-	100	-	-
Insurance	4,387	2,236	-	1,221
Membership dues	1,148	748	-	200
Bad debt expense	9,915	231	1,557	2,223
Other expenses	7	671	-	-
Total expenses	478,401	235,499	96,379	69,893
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (370,121)	\$ 84,834	\$ 94,643	\$ (53,145)

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
REVENUES				
Program service fees:				
Client fees	\$ -	\$ 337	\$ -	\$ 14,948
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	12,050	46,771	30,772	813,989
Medicare	126	-	-	-
Other insurance	-	-	-	-
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	898	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	148,447	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>14,823</u>	<u>-</u>	<u>-</u>	<u>18,032</u>
Total revenues	<u>176,344</u>	<u>47,108</u>	<u>30,772</u>	<u>846,969</u>
EXPENSES				
Salaries and wages	173,860	122,218	21,204	534,895
Employee benefits	41,792	22,633	9,756	112,838
Payroll taxes	12,359	10,816	1,467	39,504
Client wages	-	18,993	-	-
Professional fees	1,243	926	145	3,461
Staff development and training	889	16	1	84
Occupancy costs	737	3,133	18	1,593
Consumable supplies	3,566	1,134	1,293	4,313
Equipment expenses	1,085	865	129	3,514
Communications	3,056	3,183	233	8,529
Travel and transportation	2,645	10,016	-	18,842
Assistance to individuals	-	-	-	-
Insurance	1,724	1,197	376	6,485
Membership dues	595	475	70	1,906
Bad debt expense	985	282	-	10,516
Other expenses	<u>1,995</u>	<u>459</u>	<u>-</u>	<u>2,444</u>
Total expenses	<u>246,531</u>	<u>196,346</u>	<u>34,692</u>	<u>748,924</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (70,187)</u>	<u>\$ (149,238)</u>	<u>\$ (3,920)</u>	<u>\$ 98,045</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Bridge Grant</u>	<u>Victims of Crime Act</u>
REVENUES				
Program service fees:				
Client fees	\$ 6,599	\$ -	\$ -	\$ 34,846
Residential fees	-	34,656	-	-
Blue Cross	-	-	-	926
Medicaid	938,391	2,321,609	-	7,882
Medicare	-	-	-	6,748
Other insurance	-	-	-	1,401
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	740	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	213,812
Bureau of Developmental Services and Bureau of Behavioral Health	-	26,250	111,293	-
Other federal and state funding	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	2,535	5,522	-
Total revenues	944,990	2,385,790	116,815	265,615
EXPENSES				
Salaries and wages	324,418	576,328	32,190	194,190
Employee benefits	87,402	124,201	7,959	34,885
Payroll taxes	23,714	42,480	2,315	13,129
Client wages	-	-	-	-
Professional fees	2,140	3,415	205	1,227
Staff development and training	148	54	6	107
Occupancy costs	1,048	35,841	63,966	1,114
Consumable supplies	1,892	18,961	222	1,017
Equipment expenses	1,877	3,323	191	1,369
Communications	4,706	25,714	1,157	3,756
Travel and transportation	16,113	5,346	3,242	784
Assistance to individuals	320	234	-	-
Insurance	4,308	6,115	372	2,973
Membership dues	1,044	1,761	110	834
Bad debt expense	3,340	8,640	-	36,591
Other expenses	-	1	-	3
Total expenses	472,470	852,414	111,935	291,979
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 472,520	\$ 1,533,376	\$ 4,880	\$ (26,364)

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	ACT Team	System of Care	Other Mental Health Programs	Total Mental Health Programs	2021 Summarized
REVENUES					
Program service fees:					
Client fees	\$ 28,276	\$ -	\$ 122,517	\$ 407,764	\$ 305,713
Residential fees	25,414	-	99,321	159,391	64,198
Blue Cross	569	-	101,611	248,349	208,955
Medicaid	538,503	-	4,434,017	12,077,325	13,063,543
Medicare	31,267	-	226,049	577,682	649,861
Other insurance	6,542	-	175,114	520,285	433,282
Local educational authorities	3,008	-	-	3,008	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	1,600	2,498	960
Production/service income	-	-	60,470	61,210	248,100
Public support:					
Local/county government	-	-	-	188,581	411,211
Donations/contributions	-	-	5,000	9,580	7,881
Other public support	-	-	-	222,579	330,627
Bureau of Developmental Services and Bureau of Behavioral Health	472,158	-	33,690	867,895	1,771,962
Other federal and state funding	-	-	-	-	-
Private foundation grants	-	-	23,073	163,073	306,674
Other revenues	-	-	3,449	50,034	192,359
Total revenues	1,105,737	-	5,285,911	15,559,254	17,995,326
EXPENSES					
Salaries and wages	592,041	32,981	1,971,324	6,941,012	7,775,256
Employee benefits	102,832	135	463,251	1,400,012	1,475,632
Payroll taxes	41,577	2,683	144,426	502,477	566,611
Client wages	-	-	34,725	53,718	104,421
Professional fees	8,008	80	1,372,893	1,430,397	136,954
Staff development and training	473	1	7,355	18,997	10,842
Occupancy costs	28,694	14	214,512	363,146	569,962
Consumable supplies	3,383	61	74,562	132,485	124,142
Equipment expenses	3,634	103	76,556	110,389	135,587
Communications	8,953	186	45,613	169,692	111,291
Travel and transportation	21,461	-	68,250	170,152	109,925
Assistance to individuals	15	-	9,435	10,323	393
Insurance	7,389	25	21,040	80,580	69,257
Membership dues	1,849	552	21,162	39,648	30,928
Bad debt expense	27,975	-	17,696	248,513	295,875
Other expenses	1	-	1,207	7,080	18,345
Total expenses	848,285	36,821	4,544,007	11,678,621	11,535,421
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 257,452	\$ (36,821)	\$ 741,904	\$ 3,880,633	\$ 6,459,905

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 11,771	\$ -
Residential fees	-	-	-	-	9,184
Blue Cross	-	-	-	34,550	-
Medicaid	677,787	-	2,413,355	855,836	139,078
Medicare	-	-	-	-	-
Other insurance	-	-	-	40,852	-
Local educational authorities	-	18,467	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	-	421	6,661	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	103,793	-
Other federal and state funding	-	-	-	-	-
Private foundation grants	-	-	391	-	-
Other revenues	32,555	-	8,392	46	-
Total revenues	710,342	18,888	2,428,799	1,046,848	148,262
EXPENSES					
Salaries and wages	307,911	40,237	1,220,743	293,291	55,907
Employee benefits	69,148	5,189	354,095	67,962	6,535
Payroll taxes	22,528	3,144	94,973	21,473	4,594
Client wages	-	-	7,606	-	-
Professional fees	333,766	194	388,668	94,806	11,802
Staff development and training	125	-	382	1,836	-
Occupancy costs	10,567	591	51,592	4,796	1,133
Consumable supplies	2,499	330	11,442	3,041	522
Equipment expenses	3,155	419	11,792	5,646	670
Communications	4,183	212	26,330	8,637	400
Travel and transportation	2,636	943	185,385	31,989	4,532
Assistance to individuals	-	25	15,703	420	53
Insurance	3,348	506	15,574	3,897	817
Membership dues	20	-	1,277	-	1
Bad debt expense	-	-	635	41,101	3,586
Other expenses	3	-	41	1	-
Total expenses	759,889	51,790	2,386,238	578,896	90,552
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (49,547)	\$ (32,902)	\$ 42,561	\$ 467,952	\$ 57,710

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	139,821	1,346	29,056	-	-
Blue Cross	-	-	-	-	-
Medicaid	4,981,288	1,305,768	257,747	2,694,952	1,729,458
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	3,033	-	-	-	-
Public support:					
Local/county government	125	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding	-	-	-	-	-
Private foundation grants	391	-	-	-	-
Other revenues	12,853	-	-	-	-
Total revenues	5,137,511	1,307,114	286,803	2,694,952	1,729,458
EXPENSES					
Salaries and wages	1,277,490	-	168,495	568,345	14,768
Employee benefits	262,609	-	67,408	67,053	3,127
Payroll taxes	104,521	-	12,642	47,090	1,069
Client wages	6,537	-	-	-	-
Professional fees	2,224,301	1,187,125	1,491	1,452,776	1,111,976
Staff development and training	761	-	123	-	-
Occupancy costs	72,054	-	26,342	124	868
Consumable supplies	52,284	-	15,799	1,205	7,116
Equipment expenses	11,187	-	2,018	604	131
Communications	41,462	-	3,479	5,825	264
Travel and transportation	22,409	-	3,915	53,148	98
Assistance to individuals	551	-	37	36,076	855
Insurance	16,700	-	1,980	1,119	166
Membership dues	2,000	-	-	1,414	-
Bad debt expense	494	6	-	-	-
Other expenses	125	-	1	-	-
Total expenses	4,095,485	1,187,131	303,730	2,234,779	1,140,438
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 1,042,026	\$ 119,983	\$ (16,927)	\$ 460,173	\$ 589,020

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2021 Summarized
REVENUES				
Program service fees:				
Client fees	\$ -	\$ -	\$ 11,771	\$ 14,803
Residential fees	-	7,463	186,870	213,811
Blue Cross	-	-	34,550	33,579
Medicaid	299,066	14,480,385	29,834,720	27,042,822
Medicare	-	-	-	-
Other insurance	-	-	40,852	45,782
Local educational authorities	-	22,029	40,496	36,511
Vocational rehabilitation	-	-	-	1,350
Other program fees	-	-	-	-
Production/service income	-	-	10,115	27,742
Public support:				
Local/county government	-	-	125	32,667
Donations/contributions	-	-	-	200
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	129,214	233,007	156,326
Other federal and state funding	-	-	-	-
Private foundation grants	-	-	782	-
Other revenues	-	-	53,846	70,417
Total revenues	<u>299,066</u>	<u>14,639,091</u>	<u>30,447,134</u>	<u>27,676,010</u>
EXPENSES				
Salaries and wages	22,130	3,558,069	7,527,386	6,292,766
Employee benefits	10,062	832,834	1,746,022	1,690,124
Payroll taxes	1,612	257,878	571,524	474,631
Client wages	-	15,124	29,267	20,394
Professional fees	150,063	7,438,654	14,395,622	15,280,316
Staff development and training	-	13,434	16,661	7,525
Occupancy costs	485	349,145	517,697	453,014
Consumable supplies	130	76,030	170,398	176,088
Equipment expenses	190	125,126	160,938	98,955
Communications	377	58,166	149,335	108,591
Travel and transportation	608	110,500	416,163	307,696
Assistance to individuals	-	27,417	81,137	39,432
Insurance	271	38,514	82,892	65,306
Membership dues	-	36,565	41,277	7,033
Bad debt expense	-	36,533	82,355	116,542
Other expenses	-	2,507	2,678	471
Total expenses	<u>185,928</u>	<u>12,976,496</u>	<u>25,991,352</u>	<u>25,138,884</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 113,138</u>	<u>\$ 1,662,595</u>	<u>\$ 4,455,782</u>	<u>\$ 2,537,126</u>

NORTHERN HUMAN SERVICES, INC.

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

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>ASSISTANCE LISTING NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>PASS-THROUGH GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. Department of Justice</u>				
Crime Victim Assistance	16.575	New Hampshire Department of Justice	2022VOC75	\$ 291,979
Total U.S. Department of Justice				\$ 291,979
<u>U.S. Department of Education</u>				
Special Education Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852	\$ 30,814
Total U.S. Department of Education				\$ 30,814
<u>U.S. Department of Health & Human Services</u>				
Provider Relief Fund	93.498	Direct Award	N/A	\$ 530,045
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	93.665	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-1909	158,969
<i>Medicaid Cluster</i>				
ARPA Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	N/A	\$ 802,680
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-4121	10,000
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-49-490510-2985	14,227
Total U.S. Department of Health & Human Services				\$ 1,515,921
TOTAL				\$ 1,838,714

See Notes to Schedule of Expenditures of Federal Awards

NORTHERN HUMAN SERVICES, 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 Northern Human Services, 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 Northern Human Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

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.

NOTE 3 INDIRECT COST RATE

Northern Human Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 SUBRECIPIENTS

Northern Human Services, Inc. had no subrecipients for the year ended June 30, 2022.

**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
Northern Human Services, 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 Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 30, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Northern Human Services, 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 Northern Human Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Northern Human Services, 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 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 the 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 and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2022-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Northern Human Services, Inc.'s financial statements are free of 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*.

Northern Human Services, Inc.'s Response to Findings

Northern Human Services, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Northern Human Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

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.

*Leane McDonnell Roberts,
Professional Association*

May 30, 2023
North Conway, New Hampshire

**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
Northern Human Services, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Northern Human Services, Inc.'s (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Northern Human Services, Inc.'s major federal programs for the year ended June 30, 2022. Northern Human Services, 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, Northern Human Services, 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 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 Northern Human Services, 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 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, McDonnell & Roberts,
Professional Association*

May 30, 2023
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Northern Human Services, Inc. were prepared in accordance with GAAP.
2. One material weakness disclosed during the audit of the financial statements is 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*.
3. No instances of noncompliance material to the financial statements of Northern Human Services, 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 Northern Human Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The program tested as a major program was: U.S. Department of Health and Human Services, Medical Assistance Program, ALN 93.778 (Medicaid Cluster).
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Northern Human Services, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2022-001 - Reconciliation process and month end close

Criteria: Internal controls should be in place to ensure that all accounts are reconciled every month in a timely manner.

Condition: Significant entries and additional audit procedures were required as timely reconciliations were not being kept as part of the financial statement close process each month and at year end.

Cause: Internal controls were not in place to ensure that monthly reconciliations are prepared in a timely manner each month. In addition, there was substantial turnover in the accounting department during the fiscal year.

Effect: Financial statement information utilized by management in making decisions may not be timely or accurate; errors found in preparing reconciliations and during audit procedures that required significant journal entries were not found until several months after year end.

Recommendation: Procedures should be implemented to ensure that monthly reconciliations for all accounts are being performed in a timely manner.

Views of Responsible Officials:

Accounting procedures have been implemented as of August 2022.

The reason reconciliations had not been completed in a timely manner was due to the 9-month absence of a CFO and full-time controller. There were also 2 accounting staff vacancies that supported Mental Health and Developmental Disability side of business. These vacancies caused delays in bank reconciliations, expense verifications, and accounting procedures that support month end closing.

The CFO position was filled in July 2022 and our controller position was filled in September 2022. We have promoted internal staff to fill the two vacant accounting positions and filled all positions for both account receivables (A/R) and account payables (A/P). The CFO and controller have created a monthly closing process that helps support bank reconciliation in a timely manner. The Finance department is working to update all fiscal policies and crosstraining finance staff to ensure future vacant positions will not cause delay in the reconciliation process that supports month end closing.

Moving forward the bank reconciliation will be completed monthly prior to month end closing. Monthly closing detail is reviewed by the CFO, controller, and A/R manager to ensure accuracy and support follow-up monitoring in areas of concern.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

NORTHERN HUMAN SERVICES, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2022

MATERIAL WEAKNESS

2021-001 - Reconciliation process and month end close

Condition: Significant entries were required for cash as timely reconciliations were not being kept as part of the financial statement close process each month and at year end.

Recommendation: Procedures should be implemented to ensure that monthly reconciliations for all cash accounts are being performed in a timely manner.

Current Status: This has been a finding in the prior two audits. Subsequent to June 30, 2021, the Organization completed catching up on all cash reconciliations, and these are now being completed timely.

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

		<u>Office</u>	<u>Home</u>	<u>Term</u>
Officers:	Madelene Costello, President			10.22 - 10.24
	Dorothy Borchers, Vice President			10.22 - 10.24
	Tom Pitts, Treasurer			3.24 - 10.25
	Georgia Caron, Secretary			10.23 - 10.25
Staff:	Suzanne Gaetjens-Oleson, CEO	██████████		
	Shawn Bromley, CFO	██████████		
	Susan Wiggin, CEO Assistant	██████████		
	Kassie Eafrazi, COO, Mental Health	██████████		
	Liz Charles, COO, Developmental Services	██████████		
	<u>The Mental Health Center</u>	Donald Bazzell	██████████	
	██████████	Director of BH		
Term Expires	<u>Community Services Center</u>	Lynn Johnson	██████████	
	██████████	Director of DS		
'25	Margaret McClellan, ██████████			6/01
'26	*Stephen Michaud, ██████████			11/02
'26	*Dorothy Borchers, ██████████			05/17
	<u>The Mental Health Center</u>	Valeda Cerasale	██████████	
	██████████	Director of BH		
	██████████			
	<u>New Horizons (also Tamworth)</u>	Shanon Mason	██████████	
	██████████	Director of DS		
'24	*Maddie Costello, ██████████			9/06
'24	Julie Bosak, ██████████			11/21
	<u>The Mental Health Center</u>	Stacey Smith	██████████	
	██████████	Director of BH		
	██████████			
	<u>Vershire Center</u>	Lynn Johnson	██████████	
	██████████	Director of DS		
'26	Georgia Caron, ██████████			5/23
	<u>White Mountain Mental Health</u>	Amy Finkle	██████████	
	██████████	Director of BH		
	<u>Common Ground (also Littleton, Woodsville)</u>	Mark Vincent	██████████	
	██████████	Director of DS		
'26	Annette Carbonneau, ██████████			11/20
'25	Paul J. Smith, ██████████			5/22
'26	Tim Brooks, ██████████			11/23
'26	Tom Pitts, ██████████			11/23

Executive Committee: M. Costello, D. Borchers, G. Caron, M. McClellan, S. Michaud, S. Gaetjens-Oleson
Finance Committee: M. Costello, M. McClellan, S. Michaud, T. Pitts, G. Caron, S. Bromley, S. Gaetjens-Oleson
Program Committee: M. Costello, J. Brosak, G. Caron, D. Borchers, L. Charles, K. Eafrazi
Nominating Committee: M. Costello, D. Borchers, G. Caron, T. Brooks

*Member representing consumer with developmental disability / NOTE: Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

IMPORTANT: Send updated listing to AG's Office / Fax to Provider Integrity (see Rose's 4.8.21 email in Outlook Inbox BOD)

KEY PERSONNEL

Name & Title	Location	Salary
Kassie Eafrazi Chief of Operations, Mental Health	The Mental Health Center, Berlin	\$ 101,302.76
Valeda Cersale Director of Behavioral Health	The Mental Health Center, Conway & Wolfeboro	\$ 103,400.96
Donald Bazzell Director of Behavioral Health	The Mental Health Center, Berlin	\$ 87,865.96
Amy Finkle Director of Behavioral Health	The Mental Health Center, Littleton	\$ 89,605.88
Stacey Smith Director of Behavioral Health	The Mental Health Center, Colebrook & Groveton	\$ 86,996.00

▶ Carolyn Martin

Objectives

To help people find available resources that will enable them to live the most productive life possible
To help children manage their mental illness and/or disabilities to the best of their capability, and live more meaningful lives

Education

Graduate: Attleboro High School

Some college credits: College of Lifelong Learning in Human Services

Experience

Case Technician (2000 to the present)

Northern Human Services (The Mental Health Center)

██████████
Provided Functional Supports Services and Case Management Services to children and their families from Pittsburg to Groveton catchment area.

Special Education Aide (1992-2000)

██████████
Helped special education students with academic work, social skills, modified work to match their abilities, worked with one student to develop mobility skills within his community.

Skills

- ▶ Work/communicate well with people/children
- ▶ Well organized
- ▶ Computer knowledge
- ▶ Self motivated/directed
- ▶ Grant writing skills
- ▶ Working knowledge of DSM V
- ▶ Team player

Gemini DeMers Resume



Education

Fall 2012 to Spring 2015, MA in Mental Health Clinical Counseling, Antioch University
New England, Keene, N.H.

Fall 2008 to Fall 2011, B.S. in Psychology: Specializing in Counseling and Human
Development, Liberty University, Lynchburg, V.A

Positions Held

November 2016 – Current, Outpatient Therapist
Northern Human Services

Description – Facilitating therapy with individuals and families of all ages. Using an
Electronic Medical Records (EMR) database to complete referrals, intakes, treatment
plans and other necessary paperwork to keep a compile a clinical record. Also,
developing and facilitating a Dialectical Behavioral Therapy Group.

June 2017 – Current, Regional Emergency Services Worker
Northern Human Services

Description – Holding weekly overnight on-call shifts for the area of Coos and Upper
Grafton Counties. Providing emergency services to individuals who call in crisis and are
in need of immediate therapy intervention. Providing Mental Health Evaluations to 5
local hospitals and making recommendations for Involuntary and Voluntary Psychiatric
Admissions for Crisis Stabilization of clients.

November 2015 – April 2016, Outpatient Therapist
Drug Abuse Treatment Association

Description – Working full time, counseling individuals with drug misuse in an
outpatient therapy setting. Doing assessments that include a full biopsychosocial and
assessing for the appropriateness of the program. Working with qualified individuals to
create treatment plans and counseling them through a 12 week therapeutic program.

February 2015 to September 2015, Clinical Case Manager
NFI- North Davenport School

Description – Working in community based programs with families who are in need of
the Intensive Service Option offered by the Department of Children, Youth and Families.
In this role I visit the families twice a week in their homes to work on building family
relationships in order to keep the youth in the home who are in danger of moving into
residential treatment facilities or who have come home from residential treatment
facilities. I also facilitate treatment meetings and other case management responsibilities.
Also used as Clinical Internship for Master's program.

July 2012 to February 2015, Family Service Worker
Family Resource Center, Gorham, N.H.

Description - Working as a home visitor with families in Coos County. Dealing with issues such as relationships, parenting skills, money and stress management. Also, working with Department of Children and Families doing facilitated visits between foster care children and their biological parents and running a weekly toddler time group for parents and their children. Also used as Clinical Internship for Master's program.

September 2012 to February 2013, Consumer Assisted Integrator
Northern Human Services, Conway, N.H.

Description - Working with an Autistic male to help strengthen social and life skills.

May 2011 to August 2011, Child Care Provider
Gorham Community Learning Center, Gorham N.H.

Description - Being in charge of groups of children and also planning activities and producing sensory diets that help children with disabilities function in the same environments as children without disabilities.

Skills

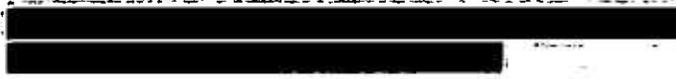
Proficient in Microsoft Word, PowerPoint, Excel, and Outlook
Excellent Phone Mannerisms
Quality Listening Skills

References

Christine Grenier, Previous Clinical Supervisor
[REDACTED]

Chester Annis, Current Clinical Supervisor
P [REDACTED]

SUZAN DEWITT, MSW, MLADC



EDUCATION

January 2016 – May 2018 <i>M.S.W.</i>	University of New Hampshire	Durham, NH
August 1991 - May 1993 <i>B.S. in Sociology/Minor in Social Work</i>	Northern Arizona University	Flagstaff, AZ
August 1989 – May 1991 <i>A.A. in Humanities</i>	County College of Morris	Randolph, NJ

CREDENTIALS

May 14, 2020 The State of NH Board of Licensing for Alcohol & Other Drug Use Professionals
Master Licensed Alcohol and Drug Counselor

December 29, 2020 The State of NH Board of Mental Health Practice
Independent Clinical Social Worker

EXPERIENCE

May 2018 – present <i>Licensed Clinician</i>	Colebrook Mental Health Center	Colebrook, NH
<ul style="list-style-type: none">• Provide individual therapy for case load of clients, to people affected by mental illness, developmental disabilities, substance abuse, acquired brain injury or related disorders• Conduct intake assessments, diagnoses, and treatment plans• Working knowledge and implementation of electronic medical records (EMR)• Team collaboration among clinicians, case managers, and staff psychiatrists		
August 14, 2017- May 2018 <i>MSW Second Year Intern</i>	Colebrook Mental Health Center	Colebrook, NH
<ul style="list-style-type: none">• Provide individual therapy for case load of clients, to people affected by mental illness, developmental disabilities, substance abuse, acquired brain injury or related disorders• Conduct intake assessments, diagnoses, and treatment plans• Working knowledge and implementation of electronic medical records (EMR)• Team collaboration among clinicians, case managers, and staff psychiatrists• Developing knowledge about mental health laws		
August 23, 2016- April 20, 2017	Indian Stream Health Center	Colebrook, NH

SUZAN DEWITT, MSW, MLADC

MSW First Year Intern

- Applied SW theories and concepts to the practice setting
- Professional Development in area of NASW competencies
- Experience working with groups
- Developed/designed client and clinician manuals that are being implemented in our agency's addiction recovery IOP group
- Exposure to the Federal Grant process
- Ongoing education and evidence-based research, particularly in the areas of addiction and recovery, and agency integration

August 2008 – June 2013

Pittsburg School

Pittsburg, NH

Paraeducator/One-on-one Aide

- One-on-one and small group instruction in academic areas for special needs students
- Student progress evaluation
- Physical Education assistance
- Life Skills education
- Varied teacher assistance

August 2006 – June 2008

Stewartstown Community School

West Stewartstown, NH

Paraeducator/One-on-one Aide

- One-on-one and small group instruction in academic areas for special needs students
- Student progress evaluation
- Physical Education assistance
- Life Skills education
- Varied teacher assistance

SKILLS/MEMBERSHIP

- Excellent Communication Skills
- Experience with Mental Illness/Substance Abuse
- Knowledge of Local Resources
- Strong Understanding of Continuity of Care
- Knowledge About Varied Counseling Methods
- Basic Social Work Group Knowledge and Skills
- Knowledgeable and experience in CBT, DBT, IFS
- Strong Evidence-Based Research Skills
- NASW member
- NHADACA member
- Clinical Supervision training certificate
- Member of Kiwanis service organization
- Volunteer coaching experience

ROBYN BLAIS

My plan for the future is to utilize the skills that I have gained throughout my bachelor and master's degrees to pursue my passion of working with children and families. My previous experience allowed me to practice executing critical thinking skills and theoretical intervention techniques with supervision. I am pursuing my licensure to become a Licensed Independent Clinical Social Worker in the state of New Hampshire.

Education

- **Appalachian State University** May 2019
 - Master's of Social Work
- **Appalachian State University** May 2018
 - Bachelor of Social Work
 - Magna Cum Laude

Current Position

- **Licensed Clinician at The Mental Health Center for Northern Human Services in Colebrook, NH** June 2019 - Present

Related Experience

- **Intern at the Guardian ad Litem Program for the 24th Judicial District** August 2018 - May 2019
 - Worked closely with children, families, and child welfare agencies in order to make informed decisions as an advocate for children in the court system
 - Worked with volunteers in the program to ensure that they were trained properly and felt confident when interacting with their clients
 - Wrote and edited official court documents on a monthly basis
 - Interacted with clients and agencies involved in their lives regularly, such as school professionals, counselors, and healthcare providers
 - Utilized supervision and critical thinking skills when making decisions regarding the best interests and safety of the clients
- **Intern at the Watauga County Department of Social Services in the Child Protective Services Unit** January 2018 - May 2018
 - Worked with staff to investigate reports of suspected child abuse and neglect, and conducted in-home services, foster care, and adoptions
 - Administered services to clients and families and ensure compliance to clients' needs
 - Conducted casework management on a daily-basis
 - Coordinated with external agencies in social service provision
 - Evaluated client services to ensure maximum efficiency and quality
- **Volunteer at the Scholars with Diverse Abilities Program (SDAP)** September 2016 - January 2018
 - Acted as a natural support system for students with varying types of intellectual disabilities

Certifications

- **Trained and certified in Child Parent Psychotherapy** March 2022
- **Diagnostic Criteria 0-5 certification from New Hampshire Infant Mental Health** November 2020
- **CANS / ANSA certification** June 2021

Stacey L. Smith



Objectives

I am seeking a career position that combines administrative and clinical duties to advance my skill set and utilize my strengths in a leadership role.

Experience

Date of Employment: March 2022 - present

Northern Human Services

Colebrook, NH

Director of Behavioral Health

- Assist staff and is responsible for the quantity and quality of work
- Maintains a functional organizational structure in accordance with accepted management
- Develops and modifies are Mental Health programs
- Works in conjunction with the CFO and Regional Mental Health Administrator in preparing budgets and managing assigned fiscal responsibilities
- Ensures that Mental Health programs and service are in compliance with the standards, regulations and guidelines of the Agency, State of New Hampshire, federal government, professional organizations, accrediting bodies and funding sources
- Effectively contributes and collaborates as a member of MH Management team and attends meetings
- Hires, trains and supervises staff; evaluates staff performance
- Maintains up to date clinical knowledge and skills
- Maintains collaborative and constructive relations ships with Agency staff, community members, and community organizations
- Ensures appropriate clinical caseloads, treatment modalities and clinical procedures
- Monitors contracts, grants and consultation services as appropriate
- Develops and maintains productivity and quality of care expectations of staff
- Reports to Regional Mental Health Administrator

Experience

Date of Employment : June 2020-March 2022

Northern Human Services

Colebrook / Groveton, NH

Clinical Coordinator

- Assist with oversight of the children's program
- Assign new referrals and incoming clients to staff
- Run staff meetings in area director's absence
- Administrative duties such as updating and utilizing the certification list of children enrolled, familiarity with budgets and allocations in differing programs and perform some duties of the area director in his absence
- Provide group and individual supervision within the children's program staff
- Involved in the hiring process and train new staff upon their employment

Stacey L. Smith

Experience

Date of Employment : 2011-present

Northern Human Services

Colebrook, NH

Infant Mental Health Case Manager

- Provide case management and functional support services targeted towards children under the age of 8 and their families.
- Skill development specific to child development and mental illness in infant and preschool aged population.
- Data collection, distribution and collaboration with outside agencies, including the use of ASQs, SDQs and PHQs.
- Obtained certifications in empirically evidenced based practices such as Growing Great Kids, PPP and TPOT in working with families and young children. Also completed NH's Intermediate Competencies for Infant Mental Health.
- Attended several conferences related to infants, toddlers and young children on varying topics (trauma, brain development, early childhood education, etc.)
- Fulfill Headstart and local childcare contracts to provide collaboration and observations for children with behavioral difficulties, as well as classroom observations to assess strengths/difficulties of staff.
- Coordinate and collaborate with clinical treatment team, area schools, guidance counselors, childcare centers and local agencies to help provide services to children and their families.

Experience

Date of Employment : 2009-2011

Northern Human Services

Groveton, NH

Children's Case Manager

- Provided case management and functional support services to children and their families (children aged 2-19).
- Crisis intervention for children in times of need.
- Skilled in administering mental health assessments, including substance abuse (SASSI) and CAFAS.
- Responsible for referring clients to resources in the community and connecting clients to appropriate support systems.
- Very skilled in collaborating with outside agencies such as DCYF, school, childcare and primary care physicians to link children and their families with appropriate services.

Experience

Date of Employment : 2007-2009

Family Resource Center

Gorham, NH

Site Coordinator for Project Youth at Gorham Middle School

- Provided and ran a quality, licensed, afterschool program for middle school students consisting of homework assistance and enrichment activities on a daily basis.
- Worked very closely with school personnel on individual students and their needs, particularly those with special educational needs.
- Developed lesson plans directly linked to the NH DOE frameworks.
- Supervised three full time staff members and several volunteers.
- Attended other afterschool programs through Project Youth and supervised children grades 1-8.
- Also helped coordinate and run a summer program for children ages 10-15 years.
- Familiar with other resources available through the Family Resource Center. Connected children and families with these resources often.

Experience

Date of Employment : 2005-present
Errol Rescue Squad
Errol, NH

Volunteer AEMT

- Was a licensed and fully trained EMT-Basic from 2005-2015. Obtained advanced certification (AEMT) in 2016. Fully licensed in NH.
- Trained to handle emergency situations with confidence and in a calm, reassuring manner.
- Experience with all types of emergencies, including medical, trauma, behavioral and mental health crises.
- Flexibility is a necessary skill.
- Was a volunteer first responder prior to obtaining EMT certification and licensure.
- Received the award for most runs went on in the division in 2006 as a new first responder.

Experience

Date of Employment : 2016-present
Errol School Board, SAU #20
Errol, NH

Errol School Board Chair

- A member of Errol Consolidated School school board.
- Attend meetings regularly for both Errol school board and SAU wide school board.
- Knowledge of SAU and local school practices and policies as well as gained knowledge of education system as a whole.
- Chair of school board as of 2021

Experience

Date of Employment : 2000-2007
The Balsams Grand Resort
Dixville, NH

Camp Counselor & Child Care Provider

- Provided childcare to children of all ages since 2000.
- Promoted to head camp counselor in 2006.

Stacey L. Smith

- Responsible for overseeing seven other staff members and the program.
- Additional job duties included schedule making and meetings with upper management to improve upon program.
- Skilled in child development.

Experience

Date of Employment : 2003-2007
Sweatt-Winter Childcare Center
Farmington, ME

Child Care Aide II

- Worked firsthand with preschool aged children, many from lower socioeconomic statuses.
- Skilled in managing behavioral issues.
- Patience and other skills improved as a result of working with these children.

Experience

Date of Employment : Oct. 2006- Dec. 2006
University of Maine at Farmington
Farmington, ME

Group Co-Leader

- Co-lead a group based on those having difficulties with transitions.
- Learned leadership roles while allowing group members to do own work.
- Became skilled at facilitating discussions and helping others develop new coping skills.

Professional Education

Dates of Attendance: August 2020 to present
Concord University Athens, WV
Master of Social Work

- Anticipated degree conferral July 2022
- Will graduate with a specialization in rural practice
- Current GPA 4.0

Dates of Attendance : 2003 To 2007
University of Maine at Farmington Farmington, ME
Bachelors of Arts in Psychology

- Minor in Mathematics
- Graduated magna cum laude.
- Completed MHRT, a counseling based track recognized in the state of Maine.
- Accepted into Psi Chi, a national honor society of psychology in 2006.

Academic Education

Stacey L. Smith

Dates of Attendance : 1999 To 2003

Colebrook Academy Colebrook, NH

Graduate

- Graduated 5th in class and with honors status.
- National Honor Society President 2003.
- Class secretary 2000-2003.
- Yearbook Editor 2003.
- Actively involved in World Language Club, dance classes and Homecoming and Prom committees.

References

References available upon request.

Amy Frank

Objective: To make a positive difference in the lives of people with diverse needs and disabilities.

Summary of Qualifications:

- Patient, dedicated, flexible, and thorough allowing for the ability to take on multiple tasks.
- Understand the special needs of people with emotional and developmental disabilities.
- Work well independently and as a team player.
- Worked as a supervisor for Teacher Assistants and Residential Instructors.
- Ability to develop and implement individual and group activities, Treatment Plans, IEPs, and lesson plans.
- Creative and artistic abilities allow for a variety of activities and learning methods.

Skills/Areas of Competency:

Adolescents and Families

- Work with court ordered youth, ages ten to eighteen, and their service providers including JPPUs, CPSWs, and GALS
- Assist families with daily living, parenting skills, community resources, and transitioning
- Counseling adolescents and teaching them positive coping and independent living skills in order to prepare them for adulthood

Child Development

- Aide in teaching children academics and suitable life skills to fit their particular needs, as well as getting them involved in social and recreational activities
- Able to work as part of a group or one-on-one with children and adolescents in a residential, school, and community setting to help them achieve their fullest potential in growth and development

Disabilities:

- Work with diverse developmental disabilities such as Autism, Down's Syndrome, Fragile X, seizure disorders, Fetal Alcohol Syndrome, and Cerebral Palsy
- Able to assess, evaluate, and help treat children with emotional and developmental disabilities
- Work with brittle diabetics in care, treatment, and diet plans

Employment:

Northern Human Services Mental Health Center- Groveton, NH, Nov. 2, 2015 to present, Children's Case Manager

SAE 658- Groveton, NH, Aug. 2013 to Nov. 1, 2015, Paraprofessional

In-home childcare- Groveton, NH, Sept. 2009 to Aug. 2013

Northern Human Services Mental Health Center- Groveton, NH, Sept. 2008 to Aug. 2009, Children's Case Manager

SAFI North Country Shelter- Jefferson, NH, Dec. 2004 to Sept. 2008, Family Service Worker

Easter Seals- Lancaster, NH, 2001 to 2004, Paraprofessional/Special Education Teacher

Uickerd Youth Alternatives- Colebrook, NH, 1999 to 2001, Assistant Cook/Counselor

Education:

Springfield College, St. Johnsbury, Vt., 2000 to 2003, Bachelor of Science in Human Services

Lyndon State College, Lyndonville, Vt., 1993 to 1994, Elementary Education

Brook Academy, Colebrook, NH, 1988 to 1993, High School Diploma

Training:

Basic First Aid

40 Hour Leadership Training

Current Drugs of Abuse

Crisis Prevention and Intervention

Uremic Diabetic Treatment

Medication Administration

Assistive Communication and Technology Workshop

Autism Asperger's Training

Principles and Practices of Child Care

Discharge and Aftercare Procedures

Family Work

Transition Planning

Adult Living Preparation

Assessment/Treatment Plan Process

Referral/Intake Process

Child Protection Reporting Law-RSA 169-C

RENEE KENNETT-

E-Mail: [REDACTED]

EDUCATION

Bachelor's Degree: May 2021: Springfield College (St. Johnsbury, VT Campus)

January 2007-January 2010: White Mountain Community College Berlin, NH

August 2003-February 2004: Lyndon State College Lyndonville, VT

EXPERIENCE

April 2020-Present: Colebrook/Groveton Mental Health Center

Adult's and Children's Care Coordinator (began with Children November 7 2022)

- Assessing client's needs
- Coordinating care
- Problem solving
- Creating documents to track client's progress and well-being (treatment plans, ANSA, progress notes, Etc.)
- Advocate for clients
- Provide resources and assistance
- In person/telephone meetings with clients
- Informing clients of important information
- Encouraging clients to make healthy life changes
- Working with team members for solutions that are best for the client

June 2018-April 2020: Groveton Mental Health Center

Groveton, NH

Administrative Assistant

- Computer skills such as typing, Microsoft Word, Microsoft Excel, & EMR
- Opening/closing procedures in building
- Answering phone/taking messages for staff

- Scheduling appointments for staff & clients
- Checking in and preparing Intake procedures
- Setting up Zoom for weekly meetings & Intakes
- Team Collaboration with all co-workers
- Handling co-pays & petty cash
- Registering for Child Impact Program
- Postage Meter/ sending out mail daily
- Sending out supply orders monthly
- Greeting/ welcoming clients
- Preparing request for service forms
- Scanning documents into files

January 2015-June 2018: Vershire Center

Colebrook, NH

Community Integrator

- Direct work with DD clients
- Transporting to & from homes/ jobs & errands
- Personal care assistance
- Assistance with client's independence at job duties
- Assisting with coping skills
- Assisting with meal prep & feeding
- Encouraging exercise
- Assisting clients to meet monthly goals
- Creating monthly reports
- Filing out day sheets to identify goals accomplished
- Assisting on uneven or slippery ground
- Filling out incident reports
- Building community connections

SKILLS/MEMBERSHIP

- Excellent communication skills
- Knowledge of local resources
- Understanding of continuity of care
- Great computer skills
- Very motivated & quick to learn
- Personable
- Dependable
- Creative thinking
- Good problem-solving skills
- Determined

Tommi Meckley

Education: Millersville University, Millersville PA

- **Bachelor's Degree in Psychology**, December 2015

Harrisburg Area Community College, York PA

- **Associate's Degree in Psychology**, December 2013

Course Work: Biological Psychology Behavioral Modification

Abnormal Psychology Counseling Strategies

Child Abnormal Psychology Human Development

Experience: **Mental Health Case Manager**, May 2019 – Present

- The Mental Health Center (Northern Human Services), Colebrook NH
 - Assess client needs
 - Facilitate access to services
 - Quarterly and annual reports, case management notes, treatment plans
 - IMR and ANSA certified
 - REAP certified
 - VOCA Provider

Department Supervisor, June 2015 – December 2018

- Triangle Printing Company, York PA

Assistant Supervisor, June 2011 – June 2015

- Triangle Printing Company, York PA

Intern, June 2015 – July 2015

- Oasis Club House, York PA

Volunteering: **Recreational Assistant**, November 2015

- Manor Care, York PA

Mentor, June 2013 – August 2013

- Autism York, York PA

References available upon request.

MELISSA A. MYERS, M.D.

EMPLOYMENT

Medical Director (1/2016-present) and Community Psychiatrist, Northern Human Services, Conway, NH. 7/99-present. Supervision of medical staff, participation on management team, program and policy development. Psychiatric assessments and treatment to children and adults, clinical supervision of staff and APRN interns, clinical consultation to community health center, local providers, and nursing home, community education presentations including statewide conferences, NHS representative to local community health council, medical staff representative for NHS EMR development and implementation, DSM 5 field trial community site evaluator, development of clinical and administrative tools including agency-wide medication sample management system.

Psychiatrist, McLean Hospital Adult Outpatient Clinic, Personality Disorders Service, Belmont, MA. 7/99-6/01. Psychiatric assessments, psychotherapy and psychopharmacologic management.

Dual Diagnosis Case Management Specialist, Independent Living Community Treatment Team Program, Wilmington, DE. 1991-1992. Evaluation, individual and group therapy, and community living skills training and support for recently discharged substance-abusing chronically mentally ill individuals; staff training and consultation.

Clinical Chemistry Technician, Medlab, Wilmington, DE 1988-1991. Operated and maintained SMAC and ACA analyzers, performed and reviewed chemistry profiles on body fluid specimens.

Program Director, Program Development Consultant, Substance Abuse Counselor, Associates in Alcohol and Drug Counseling, Chicago, IL. 1988. Prepared policies, procedures and licensing materials for new outpatient substance abuse treatment program; substance abuse evaluation and counseling, court testimony, clinical supervision, staff recruitment; liaison with state regulatory agencies and other treatment programs.

DUI Assessor and DUI Remedial Education Instructor, Alcohol-Drug Assessments, Inc. and Alcohol and Drug Awareness Institute, Inc., Chicago, IL. 1985-1988 (part-time).

Senior Mental Health Worker, DuPage County Health Department Psychiatric Crisis Stabilization Unit, Lombard, IL. 1985-1988. Crisis intervention and psychiatric assessment; screening for psychiatric hospitalization; residential respite care; short-term crisis counseling for individuals, couples, and families. Consultant regarding cases with alcohol/drug involvement. Conducted inservice trainings for staff and volunteers; supervised volunteers. 1987 Employee of the Year.

Education and Referral Officer, Central States Institute of Addiction, Chicago, IL. 1982-1985. Substance abuse evaluations for offenders, court testimony, treatment referral, staff training.

Organizer, INFACT, Chicago, IL. 1983. Volunteer recruitment, organization, training; fundraising.
Geriatric Nurse Aide, Lutheran Nursing Home, St. Louis, MO. 1977-1982 (summers and holidays).

COMMUNITY SERVICE

Trustee, Memorial Hospital, Conway, NH, 2006 - 2015. Chair Medical Staff Development committee and serve on hospital ethics committee and board governance committee.
Board member and cofounder, Valley Health Council, Conway, NH.
Pastoral care committee chair, Unitarian Universalist Fellowship of the Eastern Slope.
Community and professional education presentations on schizophrenia, depression, suicide, management of difficult patients, and other mental health topics for NAMI-NH conference, Moultonborough Coalition Against Suicide, Memorial Hospital medical staff, and other community groups
New Hampshire Fiddle Ensemble

EDUCATION AND TRAINING

Residency in Psychiatry, McLean Hospital, Belmont, MA, 1995-1999. Included internship in medicine 1995-96 at Mt. Auburn Hospital, Cambridge, MA, training in neurology, emergency psychiatry, and consultation-liaison psychiatry at Massachusetts General Hospital, Boston, MA and in community psychiatry through Massachusetts Mental Health Center, Brookline, MA.

M.D. (magna cum laude), Jefferson Medical College, Philadelphia, PA. 1991-1995.

Courses in addictions, counseling and clinical supervision, Northwestern University Medical Center, Felician College, Rosary College, Villanova University. 1982-1992.

Coursework for M.S. in Toxicology, University of Kentucky, Lexington. 1981-1982.

B.S. (Cum Laude), Biochemistry, State University of New York College of Environmental Science and Forestry and Syracuse University, Syracuse, NY. 1979-1981.

Undergraduate courses, Rensselaer Polytechnic Institute, Troy, NY. 1977-1979.

HONORS AND AWARDS

McLean Hospital Mel Kayce Award for proficiency in long-term psychotherapy.

Chief Resident in outpatient psychiatry, McLean Hospital, 1998-99.

Jefferson Medical College Psychiatry Prize and Medical Ethics Prize, 1995.

Alpha Omega Alpha National Medical Honor Society, selected spring, 1994.

American Medical Association Rock Sleyster Memorial Scholarship for Psychiatry, 1994-1995.

Clinical High Honors: Psychiatry, Family Medicine, Neurology, Ophthalmology, Internal Medicine, Pediatrics, Rehabilitation Medicine, Medicine subinternship (cardiology), Consultation/Liaison Psychiatry. 1993-1995.

Graduate Fellowship, University of Kentucky, 1982.

Army ROTC Scholarship, 1978-1981.

Rensselaer Medal Scholarship, Science + Math Achievement, 1977

National Merit Scholarship, 1977.

PUBLICATIONS

Suicide and Borderline Personality Disorder (chapter), in The Harvard Medical School Guide to Suicide Assessment & Intervention, D. Jacobs, Ed; Jossey-Bass Publishers, 1999.

RESEARCH EXPERIENCE

Senior Research Project, Department of Pharmacology, SUNY- Upstate Medical Center, Syracuse, NY. 1980-1981. Participated in studies including spectrophotometric analysis of the then-undetermined chemical structure of a shellfish toxin and study of acetylcholine turnover in sinoatrial nodal heart tissue.

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS

Licensed physician in NH (license #10127) and previous in Massachusetts (license #152497-inactive).

Board Certified in Psychiatry by the American Board of Psychiatry and Neurology.

Certified Addictions Counselor (inactive), Pennsylvania Chemical Abuse Certification Board.

Member, American Psychiatric Association.

REFERENCES - Available upon request.

Elizabeth Dubay

Education

DBT- Certified
IMR- Certified

Rochester, NH USA

Plymouth State University
MS - Clinical Mental Health Counseling (Chi Sigma Iota-Upsilon Pi)
Marriage and Family Counseling Certificate
(Chi Sigma Iota-Upsilon Pi) GPA 3.77
Graduated: May 2017

Plymouth, NH USA

Southern New Hampshire University
Bachelor of Arts Psychology (Magna Cum Laude) GPA 3.522
Graduated: September 2012

Manchester, NH USA

Hesser College
Associate of Arts Psychology
Graduated: September 2007

Portsmouth, NH USA

Therapeutic Experience

September 24, 2018-Present
Northern Human Services

Wolfeboro, NH USA

Responsibilities

- Conduct lethality assessments and determine overall lethality risk.
- Complete mental health evaluation to determine level of care required for client's who present to local hospital emergency room with mental health concerns.
- Provide crisis intervention for persons experiencing psychiatric/emotional crises. Intervention includes phone screenings and telephone triage face-to-face evaluations, crisis stabilization services, safety planning, and referral for outpatient support.
- Develop and maintain collaborative working relationships with hospital based staff and other providers in order to effectively serve all clients in crisis.

July 10, 2017- August 15, 2018: **Adult Therapist**

Community Partners

Rochester, NH USA

Responsibilities

- Conduct intake assessments to evaluate the individual's appropriateness for program, at discharge, and every 90 days while client is enrolled in treatment.

- Provide individual therapy to clients with a wide range of presenting problems, including: clients with severe mental illness, severe and persistent mental illness, co-occurring disorders, and low utilizing clients.
- Provide individual support as needed in regards to crisis intervention, referrals to other resources, and communicating with outside parties involved in the client's treatment.
- Manage 50-100 clients while maintaining clinical documentation.
- Provide clinical oversight and leadership to all assigned cases.
- Develop and implement treatment plans, evaluate progress towards goals, and make changes as necessary.

December 2016-May 2017: Therapist-In-Training, Marriage and Family Therapy Intern
 Portsmouth Regional Hospital Partial Hospitalization Program (PHP) Hampton, NH USA

Responsibilities

- Offer systemic therapy to individuals, couples, and families with a variety of presenting problems, including: anxiety, depression, bipolar disorder, personality disorders, anger management, PTSD, suicidal/homicidal ideations, unemployment, substance abuse, co-parenting, conflictual relationships, bereavement, and difficult transition periods.
- Participating in supervision to strengthen and expand clinical skills.
- Work with clients and supervisors to form and implement treatment plans with a theoretical foundation.
- Support fellow clinicians by participating in observations and group feedback on difficult cases.
- Facilitate/Co-facilitate group therapy (15 clients) surrounding topics of: Intrapersonal Growth, Interpersonal Skills, Emotion Regulation, Distress Tolerance, and Relapse Prevention.
- Documentation of therapeutic notes utilizing DAP format.

April 2016-Dec 2016: Therapist-In-Training, Mental Health Counseling Intern
 Portsmouth Regional Hospital Partial Hospitalization Program (PHP) Hampton, NH USA

Responsibilities

- Offer systemic therapy to individuals, couples, and families with a variety of presenting problems, including: anxiety, depression, bipolar disorder, personality disorders, anger management, PTSD, suicidal/homicidal ideations, unemployment, substance abuse, co-parenting, conflictual relationships, bereavement, and difficult transition period.
- Participating in supervision to strengthen and expand clinical skills.
- Work with clients and supervisors to form and implement treatment plans with a theoretical foundation.
- Support fellow clinicians by participating in observation and group feedback on difficult cases.

- Facilitate/Co-facilitate group therapy (15 clients) surrounding topics of: Intrapersonal Growth, Interpersonal Skills, Emotion Regulation, Distress Tolerance, and Relapse Prevention.
- Documentation of therapeutic notes utilizing DAP format.

Nov 2015-Nov 2016: **Awake Overnight/ Relief Adolescent Counselor** Dover, NH USA
 Dover Children's Home

Responsibilities

- Supervising residents and group activities to promote a safe environment
- Teach residents behavior modification techniques, problem solving, and life skills.
- Report observations of adolescents to the treatment team during weekly staff meetings.
- Provide a positive therapeutic environment and serve as a positive role model.
- Maintain documentation pertinent to residential client.
- Provide individual counseling to residential clients when needed.

July 2007- August 2009: **Residential Care Counselor/Supervisor** Hampton, NH USA
 OdysseyNH Adolescent Therapeutic Center

Responsibilities

- On-site consumer resident supervision and support.
- Communicating observations and information about the consumer resident to the program coordinator, RN, and treatment team.
- Supervising, organizing, and supporting recreational and/or socialization activities.
- Apply Crisis Prevention Institute (CPI) techniques to youth with behavioral and psychiatric conditions
- Participation in the development and implementation of the comprehensive treatment/service plan.
- Documenting observations, information, and services provided to the consumer resident in progress notes.

Awards

PSU Chi Sigma Iota-Upsilon Pi

Winter 2014 - Present

Elizabeth Dubay

References

Community Partners

1. Team Supervisor: Kelly Brough

Portsmouth Regional Hospital, Partial Hospitalization Program

2. Program Manager: Stephen Curtis

3. Clinical Supervisor: Jason Frazier

Dover Children's Home

4. Program Director: Melissa Royce

The Helping Center

5. Program Director: Stephen Flynn [REDACTED]

TONI GARCEAU LCMHC

OBJECTIVE

Licensed Clinical Mental Health Counselor with Masters in Counseling Psychology and National Certification in Trauma Focused Cognitive Behavioral Therapy seeking a clinical position with an agency providing counseling for children and adults suffering from emotional and behavioral disorders. Goal is to join a multidisciplinary team in identifying the contributions to negative developmental outcomes, decrease the negative trajectory of untreated mental illness and assist the families and individuals in choosing the appropriate intervention to strengthen the relationship and promote positive change.

EDUCATION

Assumption College	Worcester Ma.
Masters Degree in Counseling Psychology	Sept. 2009-Sept. 2011
University of Rhode Island	Kingston R.I.
BA, Psychology,	Sept. 2003-June 2007

HONORS AND AWARDS

Deans List, University of Rhode Island, 2006 and 2007
Outstanding Contributions to Psychology Senior Award 2007
Child and Family Concentration 2011

HUMAN SERVICES EXPERIENCE

Licensed Clinical Mental Health Counselor #1058
Northern Human Services

Wolfboro, N.H
March 2014-present

- Provide direct patient care, through a multimodal approach to therapies, to the community under the guidelines and expectations of NH Health and Human Services
- Utilizing empirically validated treatment through TF-CBT to victims of trauma and childhood sexual abuse
- Provide case management services to connect individuals to their community
- Provide monthly on call Emergency Services to area hospitals
- Engage in collaborative consult with area schools

Clinician*Worcester, Ma.**Massachusetts Society for the Prevention of Cruelty to Children April 2012-March 2014*

- Assessment, intake and treatment of children in accordance with CBHI guidelines through in-home therapy and outpatient services
- Providing specific treatment to children and families with sexual abuse history through VOCA (Victims of Crimes against Children Act) program
- Coordinated parent-support group for parents of sexually abused children
- Completed training and currently utilizing Trauma-Focused Cognitive-Behavioral Therapy
- LMHC eligible, completing supervisory requirements
- Develop treatment plan and utilize resources provided by Therapeutic Mentoring and Therapeutic Training & Support team
- Utilization of combined and multimodal therapeutic framework and Cognitive-Behavioral Systems Approach to treatment

Milieu Therapist*East Providence, Rhode Island**Bradley Hospital, Pediatric Partialization Program**Sept. 2007-April 2012*

- Planned and conducted developmentally appropriate activities for 10-14 children ages 6 weeks to 6 years old
- Develop, coordinate and implement structured and unstructured interventions
- Facilitator of daily processing group
- Instruction of weekly social skills group focusing on emotion regulation, affect recognition, and relaxation techniques.
- Ongoing assessment and coordination of treatment with supervisory colleagues in adherence with evidence based treatment
- Participation in bi-weekly multidisciplinary team meetings
- Educate and provide feedback to caregivers in the home and on the unit
- Administration of relevant psychological measures
- Ongoing training in de-escalation and restraint protocol through Safety Care and trained in CPR
- Researched and introduced school readiness and social competence program to be used upon unit expansion

Child Care Provider*Johnston, Rhode Island**Oct. 1998-Sept. 2008*

Clinical Intern

Worcester, Ma.

Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)

May 2010 to April 2011

- Provided psycho-education and parenting skills to biological and foster families exclusive to children who, in addition to being victims of abuse, are placed out of the home.
- Provided intake services, assessment and treatment to children with a history of sexual abuse under the Victims of Crimes against Children Act (VOCA).
- Provided psychotherapy, cognitive-behavioral therapy and behavior interventions to children from a multicultural background in need of mental health services.
- Provided interventions based on concept of Trauma-Focused CBT to children exhibiting symptoms of post-traumatic stress disorder
- Conducted non-directive play therapy
- Facilitator of Girls Adolescent Support Group focusing on coping skills, self-esteem, and ways of constructing healthy relationships
- Participation in Weekly Trauma Group with clinical staff
- Administration of Child and Adolescents Needs and Strengths (CANS) Assessment

MANAGEMENT EXPERIENCE

Pier 1 Imports

First Assistant Manager

Newport, Rhode Island

July 1996-Sept. 1998

- Direct supervision of nine employees
- Responsible for scheduling and payroll
- Control and ordering of inventory
- Introduced Integrity Selling to staff and customer service skills
- Visual merchandising of high traffic retail store

References available upon request

RESUME – Vicki Harlow, M.Ed.

EDUCATION:

Post Master's - 3 credit course - Abnormal Psychology - College for Lifelong Learning
M. Ed. – Health Education (Guidance and Counseling minor) – Plymouth State College,
Plymouth, N.H.
B.S. in Education – Tufts University, Medford, MA.

RELEVANT EXPERIENCE:

2001 – present – Outpatient Clinician – Northern Human Services – Mental Health
1987- 2001 – Psycho Social Rehabilitation Counselor – Carroll County Mental Health

TRAININGS:

October 1992 – Dialectical Behavior Therapy – Two day training
May 1997 – Dialectical Behavioral Therapy Intensive Training. One week training
October 1997 - Dialectical Behavior Therapy (DBT) Part II. One week training
October 1999 – Substance Abuse – “Improving the Quality of Treatment”
October 2001 - Dialectical Behavior Therapy – Part I - Intensive Training. One week
training
July 2002 – “Screening and Assessment for Alcohol and Other Drugs” 1 day
May 2003 – Brain Injury Symposium – 1 day
June 2004 – Counsel on Access to Lethal Means – 3 hrs.
Sept. 2006 – Advanced Motivational Interviewing – 6 hrs.
October 2006 – Substance Abuse Conference, “Recovery and Resiliency” 2 days
April 2009 – Rural Educational Assistance Program (REAP) 1 day
June 2009 – Adolescent Dialectical Behavior Therapy – 4 hrs.
May 2010 - Illness Management and Recovery Training – 2 hrs.
Sept. 2010 – Suicide Prevention and Response – 3 ½ hrs.

WORKSHOPS:

- May 1995 – “Behavioral Assessment and Reactive Strategies”
- May 1995 – “Basic Principals of Positive Programming and Nonaversive Behavior Management”
- September 1996 – Governor’s Commission on Domestic Violence
- March 1997 – “Conditional Discharges”
- March 1998- “Elderly Abuse and Neglect”
- May 1998 – “Human Rights”
- June 2001 – “Treatment of PTSD in Adulthood”
- April 2004 - "Screening and Assessment for Alcohol and Other Drugs"
- Sept. 2004 - "CD Revocations" Workshop at New Hampshire Hospital
- Dec. 2004 - "New Treatments in Understanding and Treating Self-Injury
- June 2005 - "Uncovering Dangerous Secrets; Suicide, Violence, and Difficult Personality Disorders"
- June 2005 - Presentation by staff of Brain Injury Association of N.H.
- June 2008 – Adolescent Dialectical Behavior Therapy
- March 2010 – 8 hrs. E-Learning – Client/Patience Rights, Confidentiality and HIPPA, Corporate Compliance and Ethics, Deficit Reduction Act Compliance, Security
- June 2010.– Workshop on "Supported Employment"
- June 2010 – "Smoking Cessation"

ONGOING TRAININGS AND SUPERVISION:

- Weekly supervision by Licensed Clinician
- Weekly staff meetings and presentations by clinical staff incl. agency psychiatrist
- Weekly staff meetings with case management team
- Quarterly Ed. Sessions/Updates w Pharmaceutical Companies
- March 2009-June 2009 – Weekly DBT consultation team meetings .

Jennifer H. Ogrén, LICSW



EDUCATION

Master Degree in Social Work May 2001
University of New Hampshire

Bachelor of Arts in Psychology May 1994
Keene State College

Associates in Chemical Dependency May 1993
Keene State College

PROFESSIONAL LICENCE

Licensed Clinical Social Worker (NH) 1229 September 10, 2004

WORK EXPERIENCE

NORTHERN HUMAN SERVICES, Wolfeboro and Conway, NH. May 2001 to present.

Clinical Director: January 1, 2022 to present. Hire, train, and supervise clinical staff; attend and run treatment teams and clinical team; attend community meetings as a representative of NHS; assign and help staff manage caseloads, intakes, and emergency service commitments; ensures appropriate treatment modalities and clinical procedures; work with other clinical directors to improve communication and develop policy agency wide; supervise interns; monitors accessibility, quality, and integration of clinical services; ensures that programs and services are in compliance with the standards, regulations and guidelines of the Agency, State of New Hampshire, federal government, professional organizations, accrediting bodies and funding sources.

Outpatient Clinician. May 2001 to present. Perform client intakes; Work with clients to develop treatment plans and monitor progress; provide outpatient therapy for children, adolescents, families, and adults; maintain records, attend weekly treatment team meetings; participate in weekly supervision; perform emergency assessments; provide case management; have done home visits; taught child impact seminar for 12 years; supervise MSW interns and license eligible staff.

SEACOAST MENTAL HEALTH, Portsmouth NH December 1994 to May 2000.

Case Manager – Children’s Department. April 1997 to May 2000. Worked on Intensive In Home Support Team with high-risk kids and their families; facilitated meetings between schools and families; provided direct and indirect assistance to clients and families; provided parent support and education; responsible for certifications and quarterly paperwork; helped families develop and/or use expand community resources; participated in community wrap around meetings; functional support to kids and their families at their home and in the community; provided respite care.

Case Manager – CSP Department: December 1994-April 1997. Worked with a case load of 35 clients with severe, persistent mental illness; implemented and developed treatment plans with treatment team, client, and family; responsible for certifications, yearly and quarterly paperwork; provided support around medication distribution; provided direct and indirect assistance to clients and families; connected clients to community resources; helped client develop and/or expand community resources; provided functional support services.

References Upon Request

Jennifer H. Ogren, LICSW

WORK EXPERIENCE

Outpatient Clinician. Carroll County Mental Health, Wolfeboro, NH. Perform client intakes. Work with clients to develop treatment plans and monitor progress; provide outpatient therapy for children, adolescents, and adults; maintain records, attend weekly treatment team meetings; participate in weekly supervision; teach child impact seminar; supervise MSW interns. October 2004 - present.

Substance Abuse Counselor. Carroll County Mental Health, Wolfeboro, NH. Perform client assessments and intakes; Assist clients in developing of individual treatment plans and monitor their progress; Counsel clients in individual, group, and family formats; Respond to client emergencies and crises; Work with local agencies to provide substance abuse prevention and intervention; Spend two hours weekly at Youth Center; Provide consultation to them in the area of adolescent development, substance abuse, and behavior management; Attend community meetings; Attend staff meetings, case conferences, and required training's. Supervised MSW intern. May 2003 - July 2004.

Outpatient Clinician. Carroll County Mental Health, Wolfeboro, NH. Performed client screenings and intakes. Worked with clients to develop treatment plans and monitored their progress; Provided outpatient therapy for children, adolescents, and adults; Maintained records; Documented developments and important events in accordance with clinical policies; Responded to clients emergencies and crises; Attended weekly treatment team meetings, clinical case presentations and required training's; Taught weekly DBT classes and attended weekly consultation meetings; Attended community meetings; Attended IEP and other school related meetings. Worked emergency services weekly and/or as needed. May 2001- May 2003.

Emergency Services On Call Clinician. Carroll County Mental Health, Wolfeboro, NH. Provided regular and after hours emergency services support and assessment for possible inpatient psychiatric hospitalization; Performed mental status exams and suicidal assessments at Huggins Hospital Emergency Room; Consulted with doctors and psychiatrists regarding recommendations and hospitalizations; Attended IEA hearings; Provided crisis and safety plans to client; Worked with client on follow up care; Second year MSW internship. September 2000 - May 2001.

School Counselor. Woodman Park Elementary School, Dover, NH. Developed and implemented social skills training for the 3rd and 4th grade students; Developed and implemented an alternative recess program for at risk students; provided individual

Robert A. Murray, MD

CURRICULUM VITAE

BORN: June 4, 1950 – Woodbury, NJ

EDUCATION: Honor Graduate, Vineland High School
Vineland, NJ Class of 1968

University of Pennsylvania,
Philadelphia, PA, 1968-1972
BA in Chemistry, summa cum laude, 1972
Phi Beta Kappa, 1971

Hahnemann Medical College,
Philadelphia, PA, 1974-1978, MD 1978
Alpha Omega Alpha, 1978

Internship at Pennsylvania Hospital
Philadelphia PA, June 18, 1978-July 1979

Resident in Psychiatry Institute of Pennsylvania Hospital,
Philadelphia, PA, July 1979-July 1982

Awarded Certificate of Achievement in the treatment of Adolescents
by Institute of Pennsylvania Hospital, 1982

**PROFESSIONAL
ACTIVITIES:**

Private practice of Psychiatry with special focus on treatment of
adolescents and young adults at the Institute of Pennsylvania
Hospital, July 1982-October 1992

Employment at West Philadelphia Community Mental Health
Consortium, 1982-1989

Staff Psychiatrist at Larchwood Counseling Center, Southwest
Counseling Center and University City Counseling Center,
1982-1984 (part time)

Psychiatrist, Emergency Home Visiting Team, 1984-1989 (part
time); performed psychiatric evaluations and did short term
crisis stabilization treatment with an inner city population in
their homes

Employment at Mercy Catholic Medical Center Psychiatric
Crisis Service, Misericordia Division, 1983-1989 (part time)

Robert A. Murray, MD
Curriculum Vitae

PROFESSIONAL
ACTIVITIES continued:

Staff Psychiatrist at Lutheran Hospital Counseling Services, LaCross, Wisconsin. Duties included psychiatric evaluation of adolescents and adults, medication management, supervision of therapeutic staff, supervision of eating disorders program and community support program for the chronically mentally ill. October 1992-August 1994

Medical Director of Community Support Services, Riverbend Community Mental Health, Inc., Concord, NH. Supervision of two part-time psychiatrists and a psychiatric nurse practitioner. Psychiatric assessment and treatment of severely mentally ill patients in conjunction with a multidisciplinary team. Clinical leadership, program planning and development. September 1994- 2006

Medical Director, Riverbend Community Mental Health, Inc., Concord, NH. Overall supervision of all medical staff and clinical services. Clinical leadership, program planning and development for a large, innovative community mental health center. Also provided direct clinical care of adult patients with severe mental illness. Developed and inaugurated an ACT Team. 2006-2015

Staff Psychiatrist at New Hampshire Hospital, Concord, NH. Assessment and treatment of adult inpatients. Clinical leadership of inpatient interdisciplinary treatment teams. January 2015-present

MEDICAL STAFF
AFFILIATIONS:

Mercy Catholic Medical Center, Philadelphia, PA
1983- 1989

Lutheran Hospital, LaCross, WI
1992- 1994

The Institute of Pennsylvania, Philadelphia, PA
Associate Psychiatrist, 1982- 1990
Attending Psychiatrist, 1990-1994

Concord Hospital, Concord, NH, Psychiatry Department
1994-present (status changed from Active to Honorary Medical Staff in 2015)

New Hampshire Hospital, Concord, NH
2015-present

BOARD
CERTIFICATION:

Adult Psychiatry, 1992

REFERENCES AVAILABLE UPON REQUEST

Laurianne Payne

LCMHC/MLADC

I am a dually licensed clinician in NH. I have worked with substance abuse and mental health clients.

Authorized to work in the US for any employer

Work Experience

Clinician

Northern Human Services - Berlin, NH
September 2015 to Present

Assess and provide intake and treatment for clients of all ages. Dialectical Behavioral Therapy both individual and group modalities. Solution Focused Therapy for transitioning youth and families from DCYF placement. Certified Brain Injury Specialist, TF-CBT certified. Crisis intervention, trauma from domestic violence. Emergency Services, regional on call clinician Responsible for diagnosis, creating treatment plans for individual therapy. Dually licensed clinician with expertise in NH Drug Treatment Court, substance abuse counseling.

Residential Manager

NORTH COUNTRY INDEPENDENT LIVING - Conway, NH
November 2012 to January 2015

Manage and supervisor of staff and daily activities. Overseeing treatment plans and individual service plans for individuals with intellectual disabilities, traumatic brain injuries, and mental health diagnoses in an independent residential staffed setting. Provide 1:1 care for residents. Maintaining scheduling staff for 24/7 care. Training staff to provide care for residents.

Education

Master's in Mental Health Counseling

Springfield College-School of Human Services - Saint Johnsbury, VT
January 2014 to August 2016

Skills

- Microsoft office (10+ years)
- Lavender and White EMR (6 years)
- Best Notes medical records systems (4 years)
- Behavioral therapy (10+ years)
- Cognitive behavioral therapy (10+ years)

- Individual / group counseling (6 years)
- Motivational interviewing (5 years)
- Addiction counseling (5 years)
- Group therapy (5 years)
- Crisis intervention (5 years)
- Mental health counseling (10+ years)
- Behavioral health (10+ years)
- Meeting facilitation (5 years)
- Intake Experience (7 years)
- Crisis Management (10+ years)
- Program Development
- Documentation review
- Communication skills

Certifications and Licenses

TF-CBT

Present

Evidence based model for trauma therapy with children and adolescents

Clinical supervisor

May 2021 to Present

Board approved clinical supervisor to meet requirements for licensure in both LCMHC and MLADC

LCMHC

December 2022 to December 2024

LCMHC

Master licensed drug and alcohol counselor

June 2023 to June 2025

NH MLADC

CMHC

LMHC

Substance Abuse Counseling Certification

Candace Ansaldi LCMHC

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

Objectives

I am looking to advance my career in the mental health field. I am licensed in NH as a Clinical Mental Health Counselor, and also hold Approved State Supervisor credentials to provide licensure supervision to Master's level clinicians. I most enjoy working with children and dealing with social, behavioral, and trauma issues. My personal, professional, and educational experience with interpersonal skills and confidentiality aid me in positions dealing with such concepts.

Education

Master's - Capella University - Online Program

Graduated - March 2016

Mental Health Counseling Program - CACREP Accredited

- Some Courses taken at the Graduate level: Human Development, Introspective and Personal Growth, Marriage and Family Systems, Ethical and Legal Issues in Professional Counseling, Theories of Personality, Principles of Psychopathology, Assessment Tests and Measures, Crisis Assessment and Intervention, Theories of Psychotherapy, Ethnic and Cultural Awareness, Human Sexuality, Life Planning and Career Development, Foundations of Addictive and Compulsive Behavior, Group Counseling and Psychotherapy, Child and Adolescent Counseling
- Through the duration of this program, we also complete a Track 1 and Track 2 Colloquium. The colloquium consists of face-to-face practice with our learned therapeutic microskills through role-play counseling sessions. During Track 2 we recorded video-taped sessions of our counseling skills. These two residency experiences are crucial learning components to our program.

Bachelor's - Southern NH University - Manchester, NH

Graduated - May 2011

Psychology Major - Forensic Concentration - Justice Studies Minor

- Psychology courses such as: Social Psychology, Abnormal Psychology, Human Growth and Development, Human Sexuality, Psychology of Personality, Psychology of Adult Adjustment, Counseling Techniques, Research Methods, Senior Seminar in Psychology, Cognitive Psychology, Forensic Psychology, Criminal Psychology
- Justice Studies courses such as: Organized Crime, International Criminal Justice, Legal Traditions, Criminal Investigation

Experience

**April 2016 – Present | Children's Director of Mental Health Services/
Licensed Clinical Mental Health Counselor/ Approved State Supervisor
Northern Human Services | Berlin, NH**

Supervise the children's team of case managers and clinicians who work with children; hold weekly clinical meetings; Provide licensure supervision for Master's level license-eligible clinicians; Conduct intakes and assessments with child, adolescent, and adult clients; Develop effective diagnoses and treatment plans; Establish rapport and provide treatment for a variety of mental health issues; Keep detailed, confidential progress notes for each case and quarterly reviews.

- Professional licensure by the state of NH – LCMHC
- MATCH-ADTC certified Therapist through Harvard Medical School's Judge Baker Children Center
- Specialized trainings and certifications in child trauma – TF-CBT, CCTP and CPP
- Contracting with regional hospitals for lethality assessment, and the local domestic violence shelter for crisis counseling through the NH VOCA grant

**October 2014 – April 2016 | Internship
The Child and Family Center for Wellness | North Conway, NH**

I worked with Kristin Honsberger, LCSW during the Practicum and Internship components of my Master's degree. During this time I observed Ms. Honsberger's skills, worked with her with clients, and also counseled on my own. The experience and skills I learned during this experience have helped me build my professional identity.

**October 2011 – April 2016 | Sales Associate
G. H. Bass and Company | North Conway, NH**

Cash register skills, shoe style and care knowledge, customer service

**May 2010 – April 2015 | Keyholder/Bartender
Rafferty's Restaurant and Pub | North Conway, NH**

Opening and closing tasks associated with key-holding, manage restaurant when owners are away. Take and place orders, deliver the guests' food, drinks and checks in a timely, accurate, and professional manner.

**June 12-17, 2011 | Internship
Herbert Leon MacDonell | Corning, NY**

I spent one week interning under the world's leading forensic science expert, the late Dr. Herbert MacDonell. Dr. MacDonell was an expert in blood spatter analysis, fingerprint identification, as well as firearm identification. During the week, he presented lectures, cases, and hands-on lessons teaching the class about forensic investigation.

DAWN M. HOLEMON, M.D.

CERTIFICATION AND LICENSURE

*Missouri, (R2H59) Wyoming (10849A) New Hampshire (19310)
Medical Council of New Zealand, inactive Minnesota, inactive
American Board of Psychiatry and Neurology, October 1988
(30644)*

EDUCATION

*Washington University Department of Psychiatry | St. Louis,
MO Psychiatry Residency*

*St. Louis University School of Medicine | St. Louis, MO
Medical Degree*

Wheaton College | Wheaton, IL Bachelor of Arts, History

PROFESSIONAL EXPERIENCE

December 3 2018-present

Northern Human Services Berlin, New Hampshire

*Outpatient psychiatrist providing medical management, initial
evaluation, and team supervision.*

*Counties Manukau Health Auckland, New Zealand October
2017 to March 2018 Consultant psychiatrist in Adult Outpatient
Clinic*

July 1982 to June 1986

August 1978 to May 1982

March 1975 to May 1978

December 2018-present

Castlewood Treatment Center for Eating Disorders | St. Louis, MO April 2010 to July 2017

Medical Director September 2014-October 2016. Duties include: initial psychiatric evaluation, medical management of eating disorder treatment, ongoing medical management of psychiatric illness through all levels of care, participation in treatment team planning, administrative duties. Level of appointment; Consultant Hours 30 hours weekly Working within the medical team with nursing, dietitian and therapy support. Total number of beds 38 and treating 15 patients per week.

SSM Hospital System | St. Louis, MO January 2005 to present

Population served: adolescents, children and adults with severe mental illness in urban community. Duties include: initial psychiatric evaluation, ongoing treatment, and consultation services in inpatient setting. Level of appointment; Consultant Hours 30 hours weekly Working within the medical team with nursing and social worker support. Total number of beds 85 and treating 25 patients per week.

Saint Joseph Hospital-Wentzville [REDACTED]
[REDACTED]

Private Practice | Clayton, MO January 1994 to October 2014

Psychotherapy and medication management; population served included adults and adolescents. All outpatient services as psychiatric consultant with secretarial support staff. Treating 8 adolescents per week and 30 adults per week.

January 1994-October 2014 Individual Practice; Consultant in Psychiatry; Hours varied 10-30 weekly January 1990-October 1993 St. Louis, MO Group Practice; Consultant in Psychiatry; Hours 40 weekly July 1986-July 1987 St. Paul, MN Group Practice; Consultant in Psychiatry; Hours 40 weekly

Washington University Student Health Service | St. Louis, MO August 1987 to July 1989

Evaluation and management of psychiatric illness; undergraduate and graduate students. Level of appointment; Consultant Hours 20 weekly All outpatient work seeing college students with total treated per week 25. Worked on the psychiatric team with therapist support staff.

** Maternity leave from July, 1989-January, 1990*

Relevant Qualifications: Practicing psychiatrist for over 30 years with adult and adolescent population in both hospital and clinic settings. Organizational member of the SSM Medical Staff in St. Louis MO. Served as

Medical Director for Castlewood Treatment Center for Eating Disorders with administrative and clinical duties in residential setting.

*Publication: The Sounds Of Silence? Wengel S. MD; Burke W, MD;
Holemon D, MD Journal of the American Geriatrics Society 37;
163-166, 1989*

References provided upon request

Nicole Demers

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

Skills

- Microsoft Office
- Time Management Skills
- Collaboration internally and externally
- Organization
- Written Communication
- Ability to adapt to challenging situations

Work Experience

March 2018- Present

Northern Human Services, Licensed Clinical Mental Health Counselor, Critical Time Supervisor Region I

- ACT Clinician
- Hospital Contract; to include mental health assessments
- Created Coos County Nursing Home Contract
- Created Saint Vincent de Paul Nursing Home Contract
- Caseload of 61
- Emergency Services
- Reviewing charts
- Involuntary Emergency Admissions
- Complaint and Prayers
- Conditional Discharge Revocations
- Established relationships with New Hampshire Psychiatric Hospital's admissions and care management teams.
- Treatment plans, Quarterlies, and other required documentation

December 2012- June 2018

Coos County Nursing Home, Licensed Nursing Assistant

- Help residents with activities of daily living.
- Charting on assigned residents

Education

June 2016- December 2018

Plymouth State University, Plymouth NH

Masters of Science, Clinical Mental Health Counseling

August 2012-May 2016

Keene State College, Keene NH

Bachelors of Arts, Psychology

Trainings

- CACS (Certified Approved Clinical Supervisor), 2021
- Certified Clinical Telemental Health Provider Training, 2022
- Certified Clinical Trauma Professional, 2022
- Confidentiality in the 21st Century, 2021
- Evidence based Treatment for First Episode Psychosis, 2021

Courtney Theriault

Professional Summary:

Experienced mental health professional who supports children and their families with management of mental health symptoms in order to enhance their behavioral, social, and emotional functioning in their natural environments.

Education:

Lyndon State College

Bachelor of Science, Human Services and Counseling 1998

Professional Experience:

Northern Human Services

Children's Care Coordinator-July 2012-Present

Support children and families in management of mental health symptoms, which impact their functioning in multiple environments.

Assess mental health symptoms, develop treatment plans, complete assessments, progress reviews, and progress notes in a timely fashion.

Coordinate care with parents, community agencies, and school staff in order to meet Clients social, emotional, and behavioral needs.

Regularly communicate with multi-disciplinary teams while following HIPPA guidelines.

SAU 3

Title One Literacy Interventionist-September 2001-June 2011

Supported elementary aged children in building the skills necessary to be successful academically and social in their school environment. Provided academic services for children with diverse intellectual, social and behavioral abilities. Worked independently within a team of educators to provide differentiated instruction to best enhance students academic, social, and emotional needs.

Androscoggin Valley Hospital

Mental Health Worker-2000-2001

Worked with patients in need of mental health services on an inpatient basis. Supported patients and staff with the daily physical and emotional needs of patients receiving inpatient mental health services.

Child and Family Services

Parent Aide-1998-1999

Provided support and education to parents and children who were in need of services mandated through DCYF. Supervised visitation between parents and children who were in the reunification process. Provided social support within the community and assisted in building the necessary parenting skills needed to maintain a positive home environment.

Community Activities

Androscoggin Valley Hospital Hospice Volunteer

Juvenile Restorative Justice

Christine Lamirande LCMHC

PROFESSIONAL SUMMARY

Experienced Licensed Clinical Mental Health Counselor and Clinical Director. Skilled professional with a background overseeing quality clinical services provided to clients, finding creative solutions to clinical and administrative issues, and interacting with diverse personalities. Driven Clinical Supervisor offering 14 years of clinical experience and 10 years of supervisory experience. A highly collaborative leader offering exemplary communication and organizational skills. Dependable candidate successful at managing multiple priorities with a positive attitude, high level of integrity, and attention to detail.

KEY COMPETENCIES

- Clinical Leadership and Supervision
 - Experienced Clinical Abilities
 - Exemplary Communication Skills and Collaboration
 - Training, Onboarding, and Staff Development
 - Compliance with Regulatory Guidelines
 - Proficient with EMR Software
 - Familiarity with HIPAA Guidelines
-

PROFESSIONAL EXPERIENCE

Northern Human Services

August 2019 - Present

Clinical Director

- Direct day-to-day operational functions for a Community Mental Health Center, providing guidance and leadership to over 30 employees.
- Facilitate hiring of qualified Clinicians and Case Managers and train all clinical staff, providing direct supervision, ongoing staff development, and continuing education to employees.
- Implement new policies, educate staff, maintain compliance with statutory, regulatory, and local, state, and federal guidelines.
- Provide ongoing evidence-based therapy to clients, complete clinical assessments, and implement appropriate treatment plans, to help clients achieve their identified goals.

White Mountain Community College

January 2020 - Present

Adjunct Professor

Berlin, NH

- Created an associate degree college course on "Trauma Counseling and Self-Care" that is taught during the Spring semester every year.

Division of Children Youth and Families

October 2016 - August 2019

Child Protective Service Worker IV

Berlin, NH

- Performed complex protective services casework, to coordinate, manage, and administer services for children and families, including safely maintaining children in the home, strengthening families for reunification, providing permanency for children in care and working closely with various community agencies, while promoting the prevention of child abuse and neglect.
- Maintained monthly contacts with parents and children to work with parents on following their case plan and making improvements in their mental health, substance abuse concerns, parenting skills, and relationships with their children.
- Developed, recommended, implemented, monitored, and evaluated family treatment and solution-based case plans, in collaboration with other community providers and in conjunction with the family and the court.
- Responded to crisis situations.
- Attended court proceedings, maintained case records and legal documentations, submitted court documents, and offered testimony.

NFI North- Davenport School and Residential Program

May 2012 - October 2016

Clinical Coordinator

Jefferson, NH

- Provided individual and group counseling to the adolescent female residents, between the ages of 13-18 years old, with a variety of behavioral and mental health issues, and court ordered to residential treatment.
- Assessed residents' needs and created customized treatment plans, working with the clinical team and families to assess and meet individual goals.
- Provided on-call support for the program, helping to manage emergency situations.
- Supervised and managed all clinical services and daily activities of a clinical team, consisting of Case Managers, Direct Care Counselors, Clinicians, and Nurses.
- Recruited, hired, and trained all clinical staff, providing direct supervision, ongoing staff development and training to employees.

Northern Human Services

May 2009 - May 2012

Licensed Clinical Mental Health Counselor

Berlin, NH

- Counseled adults, adolescents, and children suffering from a variety of mental illnesses and behavioral issues through individual and family therapy.
- Provided emergency services, answering emergency calls, performing mental health assessments for local hospitals, facilitated psychiatric hospitalizations, and made clinical recommendations.
- Used advanced counseling skills and evidence-based practices to establish goals and treatment plans with clients.
- Experience working as a Dialectical Behavioral Therapy group facilitator for adolescents and trained in Trauma Focused- Cognitive Behavioral Therapy.
- Observed and monitored client behavior and responses to treatment and adjusted treatment as appropriate.
- Directed family-centered, strengths-based, culturally competent and individualized intakes and assessments.

Northern Human Services

May 2008 - May 2009

Clinical Mental Health Counseling Intern

Berlin, NH

- Completed 700 hours of counseling adults, adolescents, and children suffering from a variety of mental illnesses.
- Received weekly supervision to increase knowledge of various counseling skills.
- Applied an array of different methodologies to assist clients in therapy.
- Attended various educational seminars and trainings to expand awareness of mental health symptoms and treatment.

University of Massachusetts IRTP

April 2007 - May 2008

Milieu Counselor

Worcester, MA

- Assisted residents with activities of daily living and taught appropriate emotion regulation and other coping skills, to include social skills, and provided emotional support as needed.
- Provided emergency response in crisis situations, to diffuse tensions, prevent violence, and maintain safety.

Rape Crisis Center of Central Massachusetts

January 2006 - May 2006

Sexual Assault Counselor

Worcester, MA

- Attended 45 hours of training and counseled survivors of sexual assault via the Sexual Assault hotline.

EDUCATION

Assumption College
Master of Arts: Counseling Psychology
Dual Concentrations in Cognitive Behavioral Therapy and Child and Family Therapy

Worcester, MA
May 2009

Assumption College
Bachelor of Arts: Counseling Psychology
GPA: 3.85. Graduated Magna Cum Laude

Worcester, MA
December 2006

CERTIFICATIONS

- **Licensed Clinical Mental Health Counselor #893** **November 21, 2011- Present**
- **Clinical Supervisor Certification** **January 15, 2016**
- **Trauma Focused- Cognitive Behavioral Therapy** **April 5, 2012**
- **Accelerated Resolution Therapy** **August 20, 2022**
- **Certified Clinical Trauma Professional** **February 6, 2022**

HEATHER ST.ONGE

OBJECTIVE

Maintain Employment at Northern Human Services

EXPERIENCE

APRIL 2023-PRESENT

CHILDRENS CARE COORDINATOR, NORTHERN HUMAN SERVICES

Provide case management for clients and their family to help them access services and resources that may help support their overall emotional health and wellbeing. Work with clinical team to develop a plan for skill training that provides support services to children with emotional support needs. Perform record keeping tasks including appointment notes, assessments, quarterly paperwork, treatment plans, updated consents, scheduled reports and mandated reporting in a timely, accurate and confidential manner.

MARCH 2018-MARCH 2023

CENTER DIRECTOR/LEAD TEACHER, HEAD START

Ensure compliance with Head Start Performance Standards, federal and state regulations, and NH Childcare Licensing requirements. Participate in ongoing professional development. Perform record keeping including documentation, assessments, written plans and procedures, scheduled reports and mandated reporting in a timely, accurate and confidential manner. Conduct home and center visits with families.

JANUARY 2010- FEBRUARY 2018

PRESCHOOL PROGRAM COORDINATOR, CHILD DEVELOPMENT CENTER AT WMCC

Support and maintain WMMC preschool program in accordance with NAEYC accreditation criteria and NH licensing standards. Implement program curriculum, including environment, activities and use of materials. Supervise, guide and assess program teachers and ECE students. Conduct orientations for families entering the program. Maintain individual goals, plans and assessments on each child, ensure the classroom teachers maintain individual goals, plans and assessments for their primary children. Create relationships and a shared learning experience for children and their families. Conduct parent conferences, plan and attend weekly teachers meetings. Attend special education meetings, track IEP's for children in the preschool program. Complete 18 hours/year of additional trainings in the field. Maintain a current NH Early Childhood credential.

JULY 2, 2012- SEPTEMBER 15, 2012

INTERIM DIRECTOR, CHILD DEVELOPMENT CENTER AT WMCC

Create and sustain a developmentally appropriate infant/toddler, preschool and school-age program. Carry out general responsibilities of day-to-day operation of Child Care program. Supervise childcare staff, practicum and work-study students. Work with the Early Childhood Education faculty at WMCC. Manage classroom schedules, including children and personnel.

Interviews applicants. Conduct orientation and training of new personnel. Supervise and evaluate lab helper positions. Plan and implement in-service training and regular staff meetings. Provide referral service to Special Education Department; contracts with local school districts for special education placements, conducts registration and orientation of families into the Child Care Program. Work with WMCC business office to prepare and maintain child care billing. Attend all IEP planning sessions.

JANUARY 2008-JANUARY 2010

LEAD TEACHER, CHILD DEVELOPMENT CENTER AT WMCC

Plan and implement curriculum for children ages 3 months to 12 years, Set up environments, observe and document child development in the class room, monitor nutritional intake, meet the physical, emotional, cognitive and social needs of the children.

EDUCATION

JANUARY 2006-MAY 2008

**ASSOCIATES IN EARLY CHILDHOOD EDUCATION,
WHITE MOUNTAINS COMMUNITY COLLEGE BERLIN**

Graduated with honors. GPA 3.4

SEPTEMBER 2016-NOVEMBER 2016

GRANITE STATE COLLEGE

Began working on my bachelors degree in ECE-Child Services

SKILLS

- Strong interpersonal and relationship building skills with both children and adults
- A drive to continue growing and learning
- Passion for helping and working with children and families
- I work well as part of a team and independently
- Organized and efficient
- Presenting myself as a professional while representing my place of employment.

I have recently worked as a team member of the Coos Connects to help bridge the gap between local SAU's and early childhood programs.

CREDENTIALS

EARLY CHILDHOOD TEACHER LEVEL 5

MASTER TEACHER LEVEL 1

Samantha Smalley

SUMMARY

Service-oriented Clinical Mental Health Counseling student with a background in the helping professions. Core competencies include instruction, organizing and administering assessments as well as excellent time management and communications skills. Handles tasks with efficiency and accuracy. Exceptional interpersonal communication skills and ability to quickly learn new technology programs.

EDUCATION

Master of Arts in Clinical Mental Health Counseling Anticipated May 2024
Southern New Hampshire University

Bachelor of Arts in Human Services May 2013
Hesser College

COUNSELING SKILLS

- Apply existing and relevant research to client cases while informing the client of the counseling approach
- Determine appropriate, ethical and cultural considerations for assessing the client while communicating with the client to determine their needs
- Present assessment results in a clear and understandable way to the client while working with the individual to move forward in their case plan.

PROFESSIONAL EXPERIENCE

Mental Health Case Manager/ intern clinician September 2022-Present
Northern Human Services (Berlin, NH)

- Review client treatment plans and yearly assessments
- Assist the client with functional tasks and paperwork
- Connect the client to resources within the community
- Work with clients with various mental health conditions and assist them in meeting their goals to achieve success within their community and or family life

PROFESSIONAL EXPERIENCE

Media Generalist September 2018 –2022
New Hampshire Department of Corrections (Berlin, NH)

- Responsible for the day-to-day operations of the general library and the law library at the Northern Correctional Facility.
- Work in close contact with the inmates of Northern Correctional Facility.
- Responsible for the security of staff, inmates and property within the library.
- Maintain the selection, evaluation and purchasing of legal materials to insure compliance with court mandated guidelines.
- Provide supervision, training and education to inmates.

Coordinator December 2013 – September 2018
Gorham Community Learning Center (Gorham, NH)

- Provided lesson plans and enriching learning opportunities for about 20 students while supervising both associate and assistant teachers to ensure a positive and structured environment.
- Organize and maintain inventory of classroom materials to create an inviting learning environment.
- Provided role modeling and support to build positive relationships with students.
- Scheduled various activities as well as the necessary actions to make the day run effectively and efficiently.
- Maintained a positive relationship with family members of students as well as cultivating a positive work environment for all staff members.

Lead Teacher April 2011 – August 2012
Garrison City Early Childhood Center. LLC (Dover, NH)

- Provided supervision for 15 or more students
- Discussed progress notes with parents; set up parent-teacher conferences
- Maintained a positive relationship with co-workers and families
- Maintained organization of classroom materials
- Researched and applied learning techniques and styles that were individualized for each student to promote optimal learning outcomes.
- Provided progress reports and discussed with the families to effectively communicate the educational status of the student to create plans for success.

Jennifer Call



Authorized to work in the US for any employer

Work Experience

Care Coordinator

Northern Human Services - Littleton, NH
September 2022 to Present

Managing a caseload of people in treatment for mental health issues. Providing care coordination for victims of crime

Residential Staff

Northeast Kingdom Human Services - Saint Johnsbury, VT
August 2021 to September 2022

Assisting in day to day care of disabled adults living in a group home setting

General Expeditor

UNITED STATES POSTAL SERVICE (USPS - Full Time) - White River Junction, VT
January 2021 to August 2021

Shipping and receiving clerk, responsible for keeping track of incoming and outgoing trips, loading and unloading trailers, and filing paperwork.

Sales, Service and Distribution Associate

United States Postal Service - North Haverhill, NH
October 2016 to January 2021

Distribution and delivery of mail, as well as customer service both in person, over the phone, and via email. Assisted customers with complaints and inquiries in order to ensure customer satisfaction.

Service Coordinator

Northeast Kingdom Human Services - Saint Johnsbury, VT
July 2015 to August 2016

Responsibilities

Managed cases of those receiving services through the Developmental Services program of NKHS.

Community Integration Specialist

Northeast Kingdom Human Services
July 2013 to July 2015

Worked with developmentally disabled individuals in order to assist them in gaining valuable social skills and develop meaningful relationships as a valuable part of their community.

Recovery Aide

Valley Vista

August 2012 to October 2013

Monitored the health and safety of individuals in an inpatient drug and alcohol rehabilitation setting during the night by making room checks every half-hour. Performed intake interviews with new patients and searching incoming baggage to ensure the safety of all involved.

Awake Overnight Residential Youth Counselor

Becket Family of Schools

May 2012 to August 2012

Kept watch over teenage boys in a residential group home setting during the night. Performed room checks every fifteen minutes to ensure the safety of the patients, as well as minor housekeeping duties.

Education

B.S. in Human Services

Springfield College School of Human Services

2014 to 2016

A.S. in Human Services

Lyndon State College

May 2011

Skills

- Typing (10+ years)
- English (10+ years)
- Intake Experience (10+ years)
- Case Management (2 years)
- Developmental Disabilities Experience (5 years)
- Customer Service (3 years)
- Written Communication (10+ years)
- Crisis Intervention
- Organizational Skills
- Medication Administration
- Conflict Management
- Data entry
- Communication skills
- Presentation skills
- Customer service
- Typing

BRIANNA HEALEY

I am currently working in the human services field with children and families who need assistance with behaviors and school troubles. I am extremely organized, I stay on top of all paperwork requirements, and manage my schedule to ensure I am supporting as many clients as possible each week. I am extremely proficient at advocating for my clients' needs and ensuring they are being supported in all aspects of their lives.

EXPERIENCE

12/10/2018 – PRESENT

KID'S CASE MANAGER AND OUTREACH WORKER, NORTHERN HUMAN SERVICES

I am in charge of maintaining a case load of at least 20 clients. I provide case management services which is checking in once a month to assist with needs and connect with other agencies. I also provide outreach for my clients to work on different skills they have in their treatment plan goals. I work with insurance agencies when applicable to assist my clients. On the VOCA team with the agency as well.

04/2018 – 02/2020

HOST, NINETY-NINE RESTAURANT

The responsibilities of a host at the 99 involved many different things. I was regularly in charge of running the waitlist, keeping track of parties and when to seat them. Also taking, packaging, and checking to go orders to ensure they were correct. It was a very fast-paced restaurant environment.

EDUCATION

MAY 2019

BACHELOR OF SCIENCE, SPRINGFIELD COLLEGE

I graduated Summa Cum Laude; my GPA was 3.9, with my bachelor's degree in May of 2019. My degree is in Human Services. I obtained my degree while working two jobs and taking classes on the weekends.

MAY 2017

ASSOCIATES IN EARLY CHILDHOOD EDUCATION, WMCC

I obtained my associate's degree in early childhood education from White Mountain Community College in May of 2017. I went to school part time while working two jobs. I was able to stay on top of all my courses and course work. I do not recall my GPA but it was at least a 3.5.

SKILLS

- I can type at least 70 words per minute with minimal mistakes.
- Detail oriented.
- Self-motivated to stay on task.
- Great at multi-tasking.
- Fast learner.

ACTIVITIES

In my current role at WMMH I was given a commendation in 2020 during peak COVID for having a case load of almost 50 clients and still being on top of what they all needed at the time. I am extremely good at adapting to new roles and changes in the work place. I am friendly, outgoing, and able to connect with people in order to help them.

Bethany Ricker

Objective To provide comprehensive clinical services to underserved populations in the Northern New Hampshire Region. It is my focus to help clients learn how to best manage symptoms and forge healthy relationships in effort to achieve their desired goals.

Experience

Clinician

NFI NORTH - Bethlehem, NH

July 2020 – December 2022

Individuals served included those entering Transitional Housing Services after psychiatric hospitalization. Responsibilities included day-to-day treatment of participants including individual and group therapy services. Provision of crisis services for individuals experiencing symptoms of suicidal ideation. Oversight of assessment documentation and session notes. Collaborative work with treatment team members to identify best practices and assist participants in meeting their treatment goals. Clinical supervision provided for Clinicians seeking licensure.

Clinician / Clinical Director

White Mountain Mental Health, Littleton, NH

August 2008 – July 2020

Provided treatment services to a wide variety of populations including adults suffering from severe mental illness and addiction issues. Provision of individual and family therapy. Collaborative work with multi-disciplinary team including case managers, medical providers, and community providers. Clinical supervision provided for Clinicians seeking licensure.

Clinical Director role responsibilities included oversight of clinical program services, supervision of Clinicians, and troubleshooting clinical / program issues.

REBECCA CORONITY

EXPERIENCE

JUNE 2022-PRESENT

DIRECTOR OF CHILDREN'S SERVICES, NORTHERN HUMAN SERVICES

- Supervision clinicians for licensure.
- Supervisor care coordinators on the children's team.
- Supervision clinicians across Northern Human Services in the Child Parent Psychotherapy Modality.
- Attend director's meetings for interagency as well as state-wide.
- Collaborate with area resources/agencies to improve services for children and families.

JANUARY 2016 – PRESENT

CLINICIAN, NORTHERN HUMAN SERVICES

- Conduct assessments and evaluations on children, families and adults to gather information to develop a treatment plan.
- Utilize client developed goals to conduct therapy sessions using evidenced based practices to meet client needs.
- Assess individuals in emergency situations to evaluate for suicide and homicidality.

DECEMBER 2012 – JANUARY 2016

CLINICIAN, WEST CENTRAL BEHAVIORAL HEALTH

- Conduct assessments and evaluations on children and families to gather information and develop a treatment plan.
- Utilize client developed goals to conduct therapy sessions to meet child and family needs.
- Co-Leader of female adolescent Dialectical Behavioral Therapy (DBT) group.
- Co-Presenter at Child and Family Psychotherapy (CPP) Training.

MAY 2011 – MAY 2012

CLINICAL INTERN, NORTHERN HUMAN SERVICES

- Conduct assessments and evaluations on children and adults to gather information and develop a treatment plan.
- Utilize client developed goals to conduct therapy sessions to meet child and family needs.
- Assess individuals in emergency situations and evaluate for suicide and homicidality.

OCTOBER 2007 – MAY 2012

CASE MANAGER, NORTHERN HUMAN SERVICES

- Collaborate and assist with accessing community resources.

Provide support and interventions to clients in community settings through functional support services.

EDUCATION

AUGUST 2012

MASTER'S SCIENCE, SPRINGFIELD COLLEGE

All coursework for licensed eligible mental health counseling.

GPA: 3.94

AUGUST 2007

BACHELOR'S SCIENCE, PLYMOUTH STATE UNIVERSITY

Includes all casework for undergraduate degree in social work.

SKILLS

- Excellent communication skills, ability to work well in teams and collaborate with other agencies for client support.
- Meet Deadlines
- Communication
- Organization
- Team work

ACTIVITIES

Member of the Board of Trustees of the Franconia Children's Center.

LICENSE

Licensed Clinical Mental Health Counselor 2021-Present

CERTIFICATIONS

MATCH

Child Parent Psychotherapy (CPP)

Jaime-Rose Kelly



OBJECTIVE:

To acquire an Internship Placement for a Clinical Mental Health License through the School of Professional and Continuing Studies, Mental Health Counseling, at Springfield College, St. Johnsbury campus, with an expected graduation date in 2018

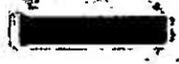
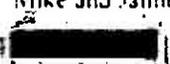
EDUCATION:

Springfield College
School of Professional and Continuing Studies
Mental Health Counseling
St. Johnsbury, Vermont
Master's Degree, Clinical Mental Health
Expected Completion Date August 2018

Liberty University
Lynchburg, Virginia
Master's Degree: Human Services Counseling: Crisis Response and Trauma
Graduated with Highest Academic Honors
May 14, 2016

Eastern Nazarene College
Quincy, Massachusetts
Bachelor of Art Degree: Psychology: Child and Adolescent Development
Graduated with High Academic Honors
May 2002

EXPERIENCE:

<p>May 2012-present Chef Joe's Catering Server Waitress Joe and Nancy Peterson </p>	<p>March 2012-December 2015 Kelly's Video Littleton, New Hampshire Co-owner Mike and Jaime-Rose Kelly </p>
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<p>January 2005-February 2012 At-home Daycare Littleton, New Hampshire <i>Self-employed daycare provider</i> Jaime-Rose Kelly</p>	<p>September 2007-present <i>Homeschool Educator</i> Littleton, New Hampshire Jaime-Rose Kelly [REDACTED]</p>
<p>July 2002-December 2004 Formerly White Mountain Mental Health Agency Littleton, New Hampshire <i>Children's Case Manager</i> Suzanne Gaetjens-Oleson, Supervisor [REDACTED]</p>	<p>April 2000-July 2002 South Shore Mental Health Quincy, MA <i>Case Manager</i> [REDACTED] [REDACTED]</p>

VOLUNTEER:

<p>Good News Club Lakeway Elementary and Franconia Helper, 2012-present Jan Starring [REDACTED]</p>	<p>HTS Homeschool Co-op Faith Bible Church Director, 2013-present Nick Deyoung [REDACTED]</p>
<p>Sex Trafficking Panel with Threads of Hope, and others Hosted by Faith Bible Church Coordinator Jaime-Rose Kelly, with Morgan Trahan August 25, 2016</p>	<p>NH Behavioral Response Team NH DHHS Volunteer, 2015-present Jennifer Schimmer [REDACTED]</p>

SKILLS:

Leadership Skills

Management Skills

Administrative Skills

Member of American Christian Counselors Association, awarded by coursework
completed in Summer 2015

Compassion

Listening Skills

Heart for justice ministries and missions

HOBBIES:

Singing

Running

Reading

Hiking

Visiting elderly

Service, wherever needed

Katlyn Giragosian

Education

Bachelor of Science: Early Childhood Studies, Graduated May 2013

Plymouth State University, Plymouth, NH

- Option: Early Care and Education
- Minor: Child Welfare and Family Studies

- 9/11 - 5/13 **Early Childhood Practicums, NAEYC Accredited Centers**
- Center for Young Children and Families (Plymouth, NH)
 - Early Head Start CAP (Laconia, NH)

Professional Experience

6/20 - Present **Case Manager, White Mountain Mental Health, Littleton, NH**

- Provide symptom management and support for clients struggling with mental illness
- Assist clients and families in their homes and community to learn/practice skills
- Complete clinical documentation of care in an organized and timely manner

6/18 - 7/19 **Center Director/Lead Teacher, Littleton Head Start, Littleton, NH**

- Implemented developmentally appropriate curriculum and assessment
- Observed/Documented children in order to assess progress and development (TS Gold)
- Communicated with families and create supporting responsive relationships
- Maintained Child Care Licensing requirements for site

2/18 - 6/18 **After Care Lead Teacher, Sunnybrook Montessori, Lancaster, NH**

- Supervised and provided support for children ages 3-5 in an after school care setting
- Communicated with families
- Organize and clean classroom

8/15 - 6/18 **Center Director/Preschool Teacher, Whitefield Head Start, Whitefield, NH**

- Implemented developmentally appropriate curriculum and assessment
- Communicated with families and fostered open and positive relationships
- Observed/Documented children's behavior and growth to assess progress and development (TS Gold)
- Maintained Child Care Licensing requirements for site

8/14 - 6/15 **Assistant Preschool Teacher/Long-term Substitute Preschool,**
Belmont Elementary School, Belmont, NH

- Assisted Lead Teacher in preparing and implementing daily learning experiences
- Guided children with classroom routine and centers
- Communicated with families at pick-up and drop-off
- Attended Case Management/IEP meetings to follow up students growth and goals

References available upon request.

Jennifer Wackerle, MSW, LICSW



EDUCATION:

- 1991 Masters of Social Work, Boston University School of Social Work
- 1986 B.A. (Psychology), Mount Holyoke College, Magna Cum Laude

LICENSURE:

LICSW in NH (#1971) and MA (#1026141)

PROFESSIONAL EXPERIENCE:

9/22-present **Northern Human Services: White Mountain Mental Health, Littleton NH**
Clinical Director

- o Supervise clinical team, ensuring the coordination of care for clients in outpatient community mental health center
- o Collaborate with management team in order to ensure efficient agency operations which allows for quality client care
- o Provide ongoing supervision and support to staff and interns
- o Coordinate client referrals, ensuring smooth and efficient access to care, while addressing priority situations, urgent needs, and lethality concerns, in consideration of staff availability
- o Collaborate with community stakeholders and referral agents in order to promote client access to care, and support the agency's mission and values
- o Create an agency tone which enables team members to meet the needs of our clients, while maintaining a culture of mutual respect and collaboration

4/16-present **Northern Human Services: White Mountain Mental Health, Littleton NH**
Clinician

- o Conduct diagnostic intakes, develop treatment plans, provide psychotherapy services to adults in outpatient community mental health center
- o Areas of expertise include PTSD, Mood Disorders, Anxiety, Substance Use Disorder, ADHD, Chronic Mental Illness, adults with history of acute, chronic and/or complex trauma
- o Assist with development of coping skills, as well as identification of community resources
- o Collaborate with multidisciplinary team as well as community providers

- 7/12-7/21 **The Highlands Inn, Bethlehem NH**
Owner, operator
 - o Coordinated daily operations for 17 room inn including staff supervision, budgeting, accounting, inventory management, marketing, and guest relations
- 9/10-7/12 **Whittier Rehabilitation Hospital, Bradford, MA**
Social Worker: Long Term Acute Care Rehabilitation Hospital
 - o Conducted psychosocial assessments of patients; identified discharge service needs; facilitated necessary referrals
 - o Provided emotional support to patients regarding loss, substance abuse, adjustment to illness, psychosocial stressors, trauma
 - o Provided emotional support to family members
 - o Conducted caregiver support group and stroke survivor group
 - o Provided positive customer experience for patients and families
 - o Collaborated positively and effectively with multidisciplinary treatment team of doctors, nurses, rehab therapists
- 8/02-9/10 **Anna Jaques Hospital, Newburyport, MA**
Social Worker, Medical/Surgical and Birth Center Units
 - o Conducted psychosocial assessments, identified discharge service needs, provided necessary referrals to patients and families in general inpatient units as well as neonatal care center and birth center
 - o Provided emotional support to patients and families regarding medical, psychosocial and end of life issues
 - o Intervened in crisis situations
 - o Recipient of AJH "President's Award" due to customer service
- 1997-2006 **Arbour (HRI) Counseling Services, Haverhill, MA**
(part time) Therapist
 - o Provided ongoing clinic and home based individual and family therapy to children and adults; conducted diagnostic assessments, designed and implemented treatment plans
- 1999-2002 **Pentucket Area Early Intervention, West Newbury, MA**
Clinical Team Supervisor:
 - o Supervised multidisciplinary team of 10-12 clinicians
 - o Coordinated provision of services for 100+ families
 - o Participated in agency policy and development
 - o Supervised Social Work interns

Pentucket Area Early Intervention, West Newbury, MA

1991-1994 & Developmental Therapist

1996-2002

- o Conducted family and psychosocial developmental assessments as part of a multidisciplinary treatment team
- o Provided individual and group developmental play therapy to developmentally delayed and at risk children ages birth to three
- o Provided individual, couples and family therapy
- o Designed and facilitated parent groups
- o Developed and implemented treatment plans
- o Collaborated with treatment providers

1994-1996 **MSPCC Family Counseling Center, Lawrence, MA**

Therapist

- o Provided ongoing clinic, home and school based individual and family therapy to children and adults
- o Conducted diagnostic evaluations, designed and implemented treatment plans, collaborated with treatment providers

1987-1989 **Department of Social Services, Cambridge/Somerville, MA**

Protective Social Worker

- o Provided ongoing protective casemanagement services to children and families
- o Conducted family assessments, designed and implemented family service plans, collaborated with treatment providers

1986-1987 **Ellis Memorial Center, Boston, MA**

Preschool Teacher

- o Developed and implemented curriculum
- o Established individual and group goals

INTERNSHIP EXPERIENCE

1990-1991 **Newton-Wellesley Hospital Psychiatric Unit, Wellesley, MA**

Social Work Intern

- o Conducted psychosocial assessments, provided brief individual and family treatment, developed discharge plans as part of a multidisciplinary treatment team

1989-1990 **ABCD Head Start, Allston, MA**

Social Work Intern

- o Conducted family assessments, provided support, information and referral services to children and families

MEGAN WALLACE CARMAN, M.D.



NH Medical License # 8343

American Board of Psychiatry and Neurology Board Certificate # 34539 Received 10/1991

Hospital privileges: New Hampshire Hospital 06/2014-Present

Employment History:

Northern Human Services, Littleton and Colebrook, NH 06/2014-Present

- Adult outpatient psychiatry

Northeast Kingdom Human Services, St. Johnsbury, VT 06/2013-06/2014

- Adult outpatient psychiatry

Central Vermont Medical Center, Berlin, VT 03/2012-06/2013

- Inpatient staff psychiatrist on a 14 bed unit
 - Providing oversight and psychopharmacological management of psychiatric inpatients, consult-liaison to the medical floors, electroconvulsive therapy and on-call & emergency room coverage.
- Associate professor for UVM- College of Medicine
 - Providing supervision and teaching of 3rd year medical students rotating through the psychiatric services at CVMC.

Riverbend Community Mental Health Center, Concord, NH 07/1995-02/2012

- Medical Director of Riverbend Counseling Associates:
 - Administrative responsibilities and supervision of APRN's in a clinic serving a higher functioning population. 07/2011-02/2012
- Medical supervisor for Riverbend CMHC Emergency Services
 - Providing supervision of Riverbend's emergency service clinicians who cover Concord Hospital's emergency room 07/2006-02/2012
- Adult psychiatrist at Riverbend CMHC-Franklin office
 - Administrative responsibilities and psychiatric evaluation and medication monitoring of mixed adult population. 03/2004-02/2012
- On-call coverage for Concord Hospital

- Providing weeknight and weekend coverage for Concord Hospital's 15 bed voluntary psychiatric unit as well as consult liaison services to the medical floors and emergency room. 07/1995-02/2012
- Adult psychiatrist for Riverbend CMHC's Dual Diagnosis Team
 - Provided psychiatric evaluation and medication monitoring to clients that have co-morbid developmental disabilities and psychiatric disorders. 07/1995-07/2011
- Adult psychiatrist at Riverbend CMHC's community support program
 - Provided psychiatric evaluation and medication management to the chronic and severely mentally ill population. 07/1995-03/2004
- Adult outpatient psychiatrist at Concord Psychiatric Associates
 - Provided psychiatric evaluation and medication management in a medication only clinic. 09/1998-03/2004
- Adult psychiatrist at Lahey Hitchcock Behavioral Health
 - Provided psychiatric evaluation and medication management in a multi-specialty medical practice. 07/1995-09/1998

Northeast Washington Regional Support Network, Chewelah, WA 07/1994-06/1995

- Medical Director of Stevens County Counseling Services
 - Provided psychiatric evaluation, medication services and in-service training to mental health providers throughout a rural 4 county region.

Lakes Region Mental Health Center, Laconia, NH 07/1990-07/1994

- Staff psychiatrist at Genesis-The Counseling Group, a division of Lakes Region Mental Health.
 - Provided psychiatric evaluation, medication management, supervision of therapists, emergency psychiatric coverage, on-call coverage of a 12-bed voluntary psychiatric unit and consult-liaison services at Lakes Region General Hospital.

Education:

Postgraduate: Institute of Living- Hartford, CT 07/1986-06/1990
General Adult Psychiatry Residency Training Program
Chief Resident of Institute of Living 07/1989-06/1990

Graduate: UMDJ-Rutgers Medical School, Piscataway, NJ 09/1982-05/1986
Academic honors in Anatomy, Biochemistry, OB/GYN Clerkship,
General Psychiatry and Consult-Liaison Psychiatry
Doctor of Medicine Degree 05/1986

Undergraduate: Cook College-Rutgers University, New Brunswick, NH
09/1977-05/1981
Pre-veterinary Science Major
American Society of Animal Science Award 04/1980
Bachelor of Science Degree 05/1981
Graduated with High Honors

**Northern Human Services
Position Description
FLSA: Exempt, Level 11**

Position Title: Medical Director

Reports To: Executive Director

GENERAL SUMMARY:

Under general guidance from the Executive Director and in accordance with applicable policies and procedures, the incumbent has overall responsibility for overseeing the psychiatric service for the Agency, as provided by MD and ARNP staff.

ESSENTIAL JOB FUNCTIONS:*

- Demonstrates an understanding of the Agency's vision and mission, communicates it to staff and acts in accordance with it
- Consistently acts with honesty and integrity, while demonstrating strong commitment to quality services and the interests of individuals served
- Effectively performs job requirements and develops competencies as necessary to perform the job
- Serves as psychiatric consultant for all clinical staff
- Provides psychiatric evaluations and assessments
- Prescribes medication and may coordinate treatment with primary physician
- Assumes responsibility for seeing that services are provided in the least restrictive manner, which reduces the need for in-patient services
- Ensures a comprehensive system of care in accordance with applicable state and federal laws and regulations, and other regulatory bodies
- Provides psychiatric consultation to the Area Directors and Executive Director on medical and clinical related items as well as on the hiring of clinical staff and planning of new programs

OTHER DUTIES AND RESPONSIBILITIES:

- Works closely with the Executive Director, and Area Directors
- Works closely with the Director of Quality Assessment and Program Evaluation to monitor quality assessment indicators, and to address problem areas as necessary
- Coordinates programs and assigns responsibilities, provides support, motivation and constructive feedback, while ensuring system of accountability and quality services within assigned programs
- Acts as a positive role model, effectively manages assigned staff and demonstrates leadership qualities to individuals served, community and staff
- Ensures staff commitment to assisting persons with disabilities to meaningfully participate in the life of their community
- May participate in indirect service programs, as well as crisis services coverage and treatment
- Supervises Staff Psychiatrists and ARNP's
- Performs other duties as assigned by the Executive Director

continued...

SKILLS/EXPERIENCE/TRAINING REQUIRED:

- Graduation from an approved medical school, four year residency program, and licensed to practice medicine in the State of N.H. Board eligible with plans to pursue board certification
- Training and skills in community psychiatry, and supervisory and administrative skills
- Knowledge of federal and state laws, rules and regulations concerning the provision of mental health services
- Knowledge of best practices and trends in mental health services field
- Knowledge of full spectrum of mental disorders and their various treatment approaches
- Knowledge of non-psychiatric medical conditions and their role in psychiatric symptoms
- Knowledge of psychopharmacologic treatment approaches to psychiatric illness
- Skilled in diagnostic assessment, consultation, psychopharmacologic interventions, laboratory follow-up and crisis response
- Ability to keep accurate and up to date medical records
- Ability to maintain up-to-date education and licensing requirements
- Skilled in personnel management
- Ability to effectively contribute as a member of Management Council as well as to work cooperatively with treatment teams

SUPERVISORY RESPONSIBILITY:

Psychiatric Staff

WORKING CONDITIONS/PHYSICAL DEMANDS:

- Regularly required to sit and speak or listen, stand, walk, reach with hands and arms, climb or balance and stoop, kneel or crouch
- Frequently required to use hands to finger, handle or feel objects, tools or controls
- Must be able to occasionally lift and/or move up to ten pounds
- Must have clarity of vision at twenty inches or less to be able to read fine print
- OSHA Rating: 2; little exposure to blood borne pathogens

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

***External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

I have read the above job description and understand my duties and responsibilities as described herein.

Name

Date

**Northern Human Services
Position Description
FLSA: Non-Exempt**

Position Title: Case Manager

Reports To: CSS Manager, Clinical Director or Director of Children's Services

GENERAL SUMMARY:

Under general direction of the Manager or Director and in accordance with applicable policies and procedures, the incumbent is responsible for providing the services of assessment, planning, linking, monitoring and advocacy in a community setting to children and/or adults with a mental illness and/or developmental disability who lack an adequate community support system.

ESSENTIAL JOB FUNCTIONS:

- Demonstrates an understanding of the Agency's vision and mission, communicates it to staff and acts in accordance with it
- Consistently acts with honesty and integrity, while demonstrating strong commitment to quality services and the interests of individuals served
- Effectively performs job requirements and develops competencies as necessary to perform the job
- Acts as liaison to and maintains positive relationships with other agencies
- Assesses the needs of individuals and, in conjunction with consumers and others, establishes an appropriate service plan
- Assists consumers in securing appropriate services and benefits, ensures continuity of services, and monitors progress in those services
- Maintains personally supportive relationships with individuals and their families while encouraging independence
- Keeps individuals and families informed of their rights and act as an advocate for them when appropriate
- Maintains up-to-date and complete case management records on assigned individuals
- Provides crisis intervention, symptom management and outreach services when appropriate

OTHER DUTIES AND RESPONSIBILITIES:

- Able to assign responsibilities, provide support, motivation and constructive feedback, while ensuring accountability and quality services
- Acts as a positive role model for individuals served, community and staff
- Works closely with the other staff members, as appropriate
- Maintains an up-to-date working knowledge of mental illness
- Maintains flexibility of work schedule as necessary
- Provides transportation for persons serviced as required, which may include transporting in employee's personal vehicle
- Performs other duties as assigned
- Knowledge of boundary issues, as well as human and civil rights and the importance of confidentiality regarding persons served

SKILLS/EXPERIENCE/TRAINING REQUIRED:

- Bachelor's degree and at least one year of relevant experience in case management and direct support for consumers with developmental disabilities and/or mental illness
- Works effectively in a team environment
- Assists individuals served with meaningful participation in their community
- Knowledge of community resources
- Self-starter who is able to function independently
- Must possess a valid driver's license and have access to a reliable and insured vehicle in which one or two consumers can be transported daily
- Effective spokesperson possessing the ability to edit written text to ensure a clear, constructive, concise and accurate message
- Moderate computer skills including the ability to navigate MS Word, Excel, Outlook and Agency systems as required

SUPERVISORY RESPONSIBILITY:

None

WORKING CONDITIONS/PHYSICAL DEMANDS:

- Regularly required to sit, speak, listen, stand, walk, reach with hands and arms, climb, balance, stoop, kneel or crouch
- Frequently required to use hands to finger, handle or feel objects, tools or controls
- Must be able to occasionally lift and/or move up to 50 pounds and may be required to help lift the individual served
- Must have clarity of vision at twenty inches or less to be able to read fine print
- OSHA Rating: 1; exposure to blood borne pathogens

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

***External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

I have read the above job description and understand my duties and responsibilities as described herein.

Name

Date

**Northern Human Services
Position Description
FLSA: Exempt, Level 9**

Position Title: Psychiatric APRN

Reports To: Medical Director

GENERAL SUMMARY:

In accordance with applicable policies and procedures, APRN provides psychiatric, diagnostic and treatment services to the Agency's consumers in an assigned geographical area.

ESSENTIAL JOB FUNCTIONS:

- Demonstrates an understanding of the Agency's vision and mission, communicates it to staff and acts in accordance with it
- Consistently acts with honesty and integrity, while demonstrating strong commitment to quality services and the interests of individuals served
- Effectively performs job requirements and develops competencies as necessary to perform the job
- Provides direct consultation to the consumers in the assigned area
- Participates in indirect service programs and provides services in such a way as to reduce the dependency of severely mentally disabled persons on the formal structured mental health services delivery system and in a manner that to the greatest extent possible reduces the use of in-patient facility
- Provides psychiatric evaluation functions, medication-related issues and somatic related issues of referred consumers
- Consults to crisis service
- Maintains a system of care that is comprehensive and wherein good standards of care are provided
- Prescribes medication and may coordinate treatment with primary care provider
- Provides psychiatric consultation at staff meetings
- Provides education to consumers and their families on psychotropic medications

OTHER DUTIES AND RESPONSIBILITIES:

- Works closely with the Area Director and Clinical Director
- Exhibits genuine commitment to assisting persons with disabilities to meaningfully participate in the life of their community
- Knowledge of boundary issues, as well as human and civil rights and the importance of confidentiality regarding persons served
- Able to coordinate programs and assign responsibilities, provide support, motivation and constructive feedback, while ensuring system of accountability and quality services within assigned programs
- Acts as a positive role model, effectively manages assigned staff and demonstrates leadership qualities to individuals served, community and staff
- Must have broad perspective and be able to exercise sound judgment and independent decision making
- Advises the Medical Director of medical and clinical related issues
- Performs other duties as assigned

continued...

SKILLS/EXPERIENCE/TRAINING REQUIRED:

- Graduation from an approved nursing school and accredited ARNP training program; licensed to practice medicine in the State of New Hampshire
- Training and skills in community psychiatry
- Supervisory or administrative skills as required
- Knowledge of federal and state laws, rules and regulations concerning the provision of mental health services
- Knowledge of best practices and trends in mental health services field
- Knowledge of full spectrum of mental disorders and their various treatment approaches
- Knowledge of non-psychiatric medical conditions and their role in psychiatric symptoms
- Knowledge of psychopharmacologic treatment approaches to psychiatric illness
- Skilled in diagnostic assessment; consultation, psychopharmacologic interventions, laboratory follow up and crisis response
- Ability to keep accurate and up to date medical records
- Should be an effective spokesperson who possesses the ability to facilitate and manage group interactions, including public presentations
- Ability to edit a written text to ensure a clear, constructive, concise and accurate message
- Moderate computer skills including the ability to navigate MS Word, Excel, Outlook and Agency systems as required

SUPERVISORY RESPONSIBILITY:

None

WORKING CONDITIONS/PHYSICAL DEMANDS:

- Regularly required to sit and speak or listen, stand, walk, reach with hands and arms, climb or balance and stoop, kneel or crouch
- Frequently required to use hands to finger, handle or feel objects, tools or controls
- Must be able to occasionally lift and/or move up to ten pounds or more
- Must have clarity of vision at twenty inches or less to be able to read fine print
- OSHA Rating: 2; little exposure to blood borne pathogens

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

***External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

I have read the above job description and understand my duties and responsibilities as described herein.

Name

Date

**Northern Human Services
Position Description
FLSA: Exempt, Level 10**

Position Title: Staff Psychiatrist
Reports To: Medical Director

GENERAL SUMMARY:

Under general guidance from the Medical Director and in accordance with applicable policies and procedures, the incumbent provides psychiatric, diagnostic and treatment services to the Agency's consumers in an assigned geographical area.

ESSENTIAL JOB FUNCTIONS:

- Demonstrates an understanding of the Agency's vision and mission, communicates it to staff and acts in accordance with it
- Consistently acts with honesty and integrity, while demonstrating strong commitment to quality services and the interests of individuals served
- Effectively performs job requirements and develops competencies as necessary to perform the job
- Serves as psychiatric consultant for all clinical staff in the assigned area
- Provides direct consultation to the consumers in the assigned area
- Participates in indirect service programs and provides services in such a way as to reduce the dependency of severely mentally disabled persons on the formal structured mental health services delivery system and in a manner that to the greatest extent possible reduces the use of in-patient facility
- Provides psychiatric evaluation functions, medication-related issues and somatic related issues of referred consumers
- Consults to crisis service
- Maintains a system of care that is comprehensive and wherein good standards of care are provided
- Prescribes medication and may coordinate treatment with primary physician
- Provides psychiatric consultation at staff meetings
- Provides education to consumers and their families on psychotropic medications

OTHER DUTIES AND RESPONSIBILITIES:

- Works closely with the Executive Director and Area Director
- Knowledge of boundary issues, as well as human and civil rights and the importance of confidentiality regarding persons served
- Exhibits genuine commitment to assisting persons with disabilities to meaningfully participate in the life of their community
- Able to coordinate programs and assign responsibilities, provide support, motivation and constructive feedback, while ensuring system of accountability and quality services within assigned programs
- Acts as a positive role model, effectively manages assigned staff and demonstrates leadership qualities to individuals served, community and staff
- Must have broad perspective and be able to exercise sound judgment and independent decision making
- Advises the Medical Director of medical and clinical related issues
- Performs other duties as assigned

continued...

SKILLS/EXPERIENCE/TRAINING REQUIRED:

- Graduation from an approved medical school; four year residency program, licensed to practice medicine in the State of New Hampshire; board eligible
- Training and skills in community psychiatry
- Supervisory or administrative skills as required
- Knowledge of federal and state laws, rules and regulations concerning the provision of mental health services
- Knowledge of best practices and trends in mental health services field
- Knowledge of full spectrum of mental disorders and their various treatment approaches
- Knowledge of non-psychiatric medical conditions and their role in psychiatric symptoms
- Knowledge of psychopharmacologic treatment approaches to psychiatric illness
- Skilled in diagnostic assessment, consultation, psychopharmacologic interventions, laboratory follow up and crisis response.
- Ability to keep accurate and up to date medical records
- Should be an effective spokesperson who possesses the ability to facilitate and manage group interactions, including public presentations
- Ability to edit a written text to ensure a clear, constructive, concise and accurate message
- Moderate computer skills including the ability to navigate MS Word, Excel, Outlook and Agency systems as required

SUPERVISORY RESPONSIBILITY:

Assigned Clinical Staff and staff through intake

WORKING CONDITIONS/PHYSICAL DEMANDS:

- Regularly required to sit and speak or listen; stand; walk, reach with hands and arms; climb or balance and stoop, kneel or crouch
- Frequently required to use hands to finger, handle or feel objects, tools or controls
- Must be able to occasionally lift and/or move up to ten pounds or more
- Must have clarity of vision at twenty inches or less to be able to read fine print
- OSHA Rating: 2; little exposure to blood borne pathogens

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

***External and Internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

I have read the above job description and understand my duties and responsibilities as described herein.

Name

Date

07/2007

Northern Human Services
Position Description
FLSA: Exempt, Level 5

Position Title: Clinician, Licensed

Reports To: Clinical Director or Area Specific Designee

GENERAL SUMMARY:

Under general guidance of the Clinical Director or Designee and in accordance with applicable policies and procedures, the incumbent is responsible for assigned case planning, therapy and termination procedures as well as assigned community consultation activities and assigned supervision responsibilities while adhering to the profession's Code of Ethics.

ESSENTIAL JOB FUNCTIONS:

- Demonstrates an understanding of the Agency's vision and mission, communicates it to staff and acts in accordance with it
- Effectively performs job requirements and develops competencies as necessary to perform the job
- Consistently acts with honesty and integrity, while demonstrating strong commitment to quality services and the interests of individuals served
- Maintains up to date clinical case management knowledge and skills, quality of clinical services and professional license/certification
- Maintains clinical caseload, size, composition and productivity standards as defined by Clinical Director
- Participates in intake process, emergency services and Client Centered Conferences as needed
- Acts as a Team Member with other Agency staff and community service providers as needed to provide effective clinical services
- Ensures clinical records are in compliance with Agency procedures, including the timely completion of paperwork required for billing purposes.
- Utilizes supervision effectively, bringing significant issues to the attention of the supervisor in timely fashion

OTHER DUTIES AND RESPONSIBILITIES:

- Works closely with other clinical staff and the Clinical Director as well as outside community agency personnel on a consultation basis
- Coordinates programs and assigns responsibilities, provides support, motivation and constructive feedback, while ensuring system of accountability and quality services within assigned programs
- Acts as a positive role model, effectively manages assigned staff and demonstrates leadership qualities to individuals served, community and staff
- Resolves issues and works independently on cases, while being an effective team participant
- Shows respect and concern for the staff and consumers
- Knowledge of boundary issues, as well as human and civil rights and the importance of confidentiality regarding persons served
- Supervises others as assigned
- Performs other duties as assigned by the Clinical Director or Designee

continued...

SKILLS/EXPERIENCE/TRAINING REQUIRED:

- Master's degree in mental health discipline and license or certification in New Hampshire or other acceptable combination qualifying for third party reimbursement
- Effective spokesperson possessing the ability to edit a written text to ensure a clear constructive, concise and accurate message
- Effective in a team environment with the ability to form and maintain positive, professional relationships with others
- Knowledge of and ability to implement effective treatment modalities
- Ability to formulate diagnosis and treatment plans
- Moderate computer skills including the ability to navigate MS Word, Excel, Outlook and Agency systems as required

SUPERVISORY RESPONSIBILITY:

As assigned

WORKING CONDITIONS/PHYSICAL DEMANDS:

- Regularly required to sit, speak, listen, stand, walk, reach with hands and arms, climb, balance, stoop, kneel or crouch.
- Frequently required to use hands to finger, handle or feel objects, tools or controls
- Must be able to occasionally lift and/or move up to 20 pounds or more
- Not substantially exposed to adverse environmental conditions
- Must have clarity of vision of twenty inches or less for computer inputting
- OSHA Rating: 2; little exposure to blood borne pathogens

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

***External and Internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

I have read the above job description and understand my duties and responsibilities as described herein.

Name

Date

**Northern Human Services
Position Description
FLSA: Exempt, Level 7**

Position Title: Clinical Director
Reports To: Area Director

GENERAL SUMMARY:

Under general supervision of the Area Director, the incumbent develops and implements procedures necessary to ensure accessible clinical services, appropriate to the needs of persons served. Additionally, the incumbent is responsible for acting at all times in accordance with the profession's Code of Ethics.

ESSENTIAL JOB FUNCTIONS:

- Demonstrates an understanding of the Agency's vision and mission, communicates it to staff and acts in accordance with it
- Consistently acts with honesty and integrity, while demonstrating strong commitment to quality services and the interests of individuals served
- Effectively performs job requirements and develops competencies as necessary to perform the job
- Maintains up to date clinical knowledge and skills
- Maintains professional license/certification in the state of New Hampshire
- Ensures that programs and services are in compliance with the standards, regulations and guidelines of the Agency, State of New Hampshire, federal government, professional organizations, accrediting bodies and funding sources
- Monitors accessibility, quality and integration of clinical services
- Maintains collaborative relationships with Agency staff and community members
- Ensures appropriate clinical caseloads, treatment modalities and clinical procedures
- Consults on the development of treatment plans for persons new to the system, and other clinical services
- Monitors contracts, grants and consultation services as appropriate
- Hires, trains and supervises staff; evaluates staff performance
- Participates in intake process, emergency services and Client Centered Conferences as needed
- Ensures clinical records are in compliance with Agency procedures, including the timely completion of paperwork required for billing purposes
- Develops and maintains productivity and quality of care expectations

OTHER DUTIES AND RESPONSIBILITIES:

- Able to coordinate programs and assign responsibilities, provide support, motivation and constructive feedback, while ensuring system of accountability and quality services within assigned programs
- Acts as a positive role model, effectively manages assigned staff and demonstrates leadership qualities to individuals served, community and staff
- Must have a broad perspective and be able to exercise sound judgment and independent decision-making
- Manages the stress of competing demands while working independently and efficiently
- Shows respect and concern for staff and individuals served
- Recognizes the importance of confidentiality

continued...

- Serves as a team member with other Agency staff and community providers as needed to provide effective clinical services
- Utilizes supervision effectively, bringing significant issues to the attention of supervisor in a timely fashion
- Performs other duties as assigned

SKILLS/EXPERIENCE/TRAINING REQUIRED:

- Master's degree and license or certification in the State of New Hampshire, which qualifies the incumbent for third party reimbursement
- Effective spokesperson possessing the ability to edit a written text to ensure a clear constructive, concise and accurate message
- Able to facilitate and manage group interactions, including public presentations
- Works well in a team environment
- Committed to assisting individuals served with meaningful participation in their community
- Knowledge of and ability to implement effective treatment modalities
- Able to formulate a psychiatric diagnosis and treatment plan
- Able to form and maintain positive, professional relationships with others
- Moderate computer skills including the ability to navigate MS Word, Excel, Outlook and Agency systems as required

SUPERVISORY RESPONSIBILITY:

As assigned

WORKING CONDITIONS/PHYSICAL DEMANDS:

- Regularly required to sit, speak, listen, stand, walk, reach with hands and arms, climb, balance, stoop, kneel or crouch
- Frequently required to use hands to finger, handle or feel objects, tools or controls
- Must be able to occasionally lift and/or move up to 10 pounds or more
- Not substantially exposed to adverse environmental conditions
- Must have clarity of vision at twenty inches or less to be able to read fine print
- OSHA Rating: 2; little exposure to blood borne pathogens

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

***External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis:**

I have read the above job description and understand my duties and responsibilities as described herein.

Name

Date