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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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May 9, 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 \$2,031,228 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:

<b>Class/ Account</b>	<b>Subrecipient</b>	<b>Vendor #</b>	<b>SFY 2025 Amount</b>
072-500575	Granite State Children's Alliance	172495-B001	\$1,136,115
072-500575	603 Legal Aid	216800-B001	\$270,000
072-500574	Carroll County Attorney's Office	177369-B007	\$32,500
072-500575	Lakes Region Community Services Council	177251-B001	\$133,550
072-500575	Granite United Way	160015-B001	\$118,695
072-500573	University of NH	315187-B083	\$131,165
085-588546	New Hampshire Department of Corrections	202494-B001	\$209,203
<b>Total</b>			<b>\$2,031,228</b>

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### 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.

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 Granite State Children's Alliance will utilize funds for training and outreach to ensure court-related interviews of children are conducted consistently and with the least amount of trauma. 603 Legal Aid will use the funds to provide civil legal services to victims of crime. The Carroll County Attorney's Office will utilize subgrants to fund victim advocate services.

Lakes Region Community Services Council and Granite United Way will utilize funds to enhance their adverse childhood program, coordinated systems of support focused specifically on providing services to children affected by trauma as the result of crime.

The University of New Hampshire will utilize expenses for technology enhancements for USafeUS Technology. This USafeUS phone application is used statewide by institutes of higher education to provide information and resources to victims of sexual assault in New Hampshire.

The New Hampshire Department of Corrections will utilize the funds for continued support and advocacy for victims of crime and to provide services such as victim offender dialogue.

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

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 Granite State Children's Alliance		1.4. Grantee Address 72 South River Road, Suite 202 Bedford, New Hampshire 03110	
1.5. Grantee Phone # (603)864-0215	1.6. Account Number 02-20-20-201510- 5021-072-500575	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$1,136,115
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Tom Barrett, CEO	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Sheri Phillips Assistant Attorney General, On: 5/1/2024			
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").

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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

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

**EXHIBIT A**

**-SPECIAL PROVISIONS-**

Granite State Children's Alliance as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

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

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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.

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.

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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### **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 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](http://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]*  
*[Handwritten Date: 9/22/04]*

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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

**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 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 15<sup>th</sup> 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

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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 \$1,136,115 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**

**-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-**

I, Tom Barrett [responsible official], certify that

Granite State Children's Alliance [Subrecipient] has completed the EEO reporting tool certification within the last two years at:

[https://ojp.gov/about/ocr/faq\\_eeop.htm](https://ojp.gov/about/ocr/faq_eeop.htm) on

4/17/2024 [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 file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

**EEO Training Requirements for Subrecipients**

Meghan Noyes [official that completed training] has completed

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

4/17/2024 [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.

Joy Barrett  
Name of Authorized Signor  
[Signature]  
Signature

CEO  
Title of Authorized Signor  
4/22/24  
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.

---

Granite State Children's Alliance (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.

Granite State Children's Alliance (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: Joy Barrett, 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**

AB  
4/24/24

**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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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](mailto:Ojpccompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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;

JB  
4/22/24

**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.

Joy Burch  
Name of Authorized Signor  
[Signature]  
Signature

CEO  
Title of Authorized Signor  
4/22/24  
Date

Granite State Children's Alliance  
72 South River Road, Suite 202 Bedford, New Hampshire 03110  
Name and Address of Agency

Subrecipient Initials [Signature]  
Date 4/22/24

**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

Jon Burrett  
Name of Authorized Signor  
[Signature]  
Signature

CEO  
Title of Authorized Signor  
4/22/24  
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: **H8J7Y4JMGP76**
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

**If the answer to #3 above is YES, stop**

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

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

Subrecipient Initials JB  
Date 4/22/24

**EXHIBIT G**  
Certification

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: <u>N/A</u>	Amount: <u>N/A</u>
Name: _____	Amount: _____
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 THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 456237

Certificate Number: 0006653607



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 "David M. Scanlan".

David M. Scanlan  
Secretary of State



# Granite State Children's Alliance™

New Hampshire's Network of  
Child Advocacy Centers

72 South River Road, Suite 202  
Bedford, NH 03110

## Certificate of Authority

I, Nick Abramson, Chairman of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

1. I am a duly elected officer of the Granite State Children's Alliance.
2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on October 2023.

**Resolved:** That the Chief Executive Officer is hereby authorized on behalf of Granite State Children's Alliance to enter into the said contract with the State of New Hampshire – Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 22<sup>nd</sup> day of April 2024. This authority shall remain valid for thirty (30) days from the date of this Certificate of Authority.
4. Joy Barrett is the Chief Executive Officer of the Granite State Children's Alliance.

*Nick Abramson*

Nick Abramson  
Board Chairman, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me on 4/22/2024 by Nick Abramson

*Melissa H. Gardner*

Signature of Notary Public of Justice of the Peace

Melissa H. Gardner

Name and title of Notary Public of Justice of the Peace

Commission Expires 1/31/2029

(Notary Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2024

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).

<b>PRODUCER</b> Cross Insurance-Manchester 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME</b> Jennifer Kokolis <b>PHONE (A/C, No. Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com	
<b>INSURED</b> Granita State Children's Alliance 72 S River Rd Suite 202 Bedford NH 03110-6759		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Selective Insurance Co. of SC INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 19259	

**COVERAGES** CERTIFICATE NUMBER: 24-25 All w/ NH WC & prof 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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S2333435	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S2333435	03/01/2024	03/01/2025	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 DED RETENTION \$		S2333435	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20242000033 (3a.) NH	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		S2333435	03/01/2024	03/01/2025	Aggregate \$3,000,000 Each Incident \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Justice Office of the Attorney General 1 Granite Place South Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Robin Kitter</i>
--	---

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Cincinnati Service Center  
CINCINNATI OH 45999-0038

In reply refer to: 0256521944  
Mar. 16, 2020 LTR 4168C 0  
74-3186259 000000 00

00014152

BODC: TE

THE GRANITE STATE CHILDRENS  
ALLIANCE  
% JOY BARRETT  
72 S RIVER RD STE 202  
BEDFORD NH 03110

005739

Employer ID number: 74-3186259  
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Mar. 09, 2020, about your tax-exempt status.

We issued your determination letter in October 2006, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0256521944  
Mar 16, 2020 LTR 4168C 0  
74-3186259 000000 00

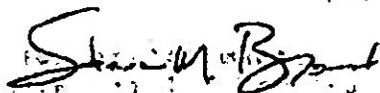
00014153

THE GRANITE STATE CHILDRENS  
ALLIANCE  
% JOY BARRETT  
72 S RIVER RD STE 202  
BEDFORD NH 03110

local time, Monday through Friday (Alaska and Hawaii follow Pacific  
time).

Thank you for your cooperation.

Sincerely yours,



Steve M. Brown, Operations Manager  
Operations 3-CIN

**GRANITE STATE CHILDREN'S ALLIANCE**

**FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**FOR THE YEAR ENDED JUNE 30, 2023**



**Granite State  
Children's Alliance™**

**New Hampshire's Network of  
Child Advocacy Centers**

# GRANITE STATE CHILDREN'S ALLIANCE

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Granite State Children's Alliance

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of Granite State Children's Alliance, which comprise the statement of financial position as of June 30, 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 accompanying financial statements present fairly, in all material respects, the financial position of Granite State Children's Alliance 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 (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Granite State Children's Alliance and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite State Children's Alliance's ability to continue as a going concern for one year after the date that the financial statements are issued.

## ***Auditors' Responsibilities for the Audit of the Financial Statements***

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

### ***Change in Accounting Principle***

As discussed in Note 2 to the financial statements, in the year ending June 30, 2023, Granite State Children's Alliance adopted Accounting Standards Update (ASU) 2016-02, *Leases*. Our opinion is not modified with respect to this matter.

### ***Report on Summarized Comparative Information***

The financial statements of Granite State Children's Alliance as of and for the year ended June 30, 2022, were audited by Melanson, whose report dated March 20, 2023 expressed an unmodified opinion on those statements. 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.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Child Advocacy Center Expenses by Location is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 21, 2024 on our consideration of Granite State Children's Alliance's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Granite State Children's Alliance'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 Granite State Children's Alliance's internal control over financial reporting and compliance.

*Marcum LLP*

Merrimack, NH  
March 21, 2024

# GRANITE STATE CHILDREN'S ALLIANCE

## STATEMENT OF FINANCIAL POSITION

JUNE 30, 2023

(with comparative totals as of June 30, 2022)

	2023		2023 Total	2022 Total
	Without Donor Restrictions	With Donor Restrictions		
<b>Assets</b>				
<b>Current Assets</b>				
Cash and cash equivalents	\$ 1,472,166	\$ 35,510	\$ 1,507,676	\$ 1,056,072
Grants receivable	269,400	-	269,400	349,455
Contributions receivable, in less than one year	12,992	20,000	32,992	48,000
Accounts receivable	-	-	-	2,522
Prepaid expenses	21,879	-	21,879	14,005
<b>Total Current Assets</b>	<u>1,776,437</u>	<u>55,510</u>	<u>1,831,947</u>	<u>1,470,054</u>
<b>Noncurrent Assets</b>				
Contributions receivable, in more than one year	-	20,000	20,000	-
Investments	15,155	-	15,155	19,377
Property and equipment, net	869,199	-	869,199	896,054
Security deposits	9,776	-	9,776	8,782
Operating lease right-of-use assets	176,848	-	176,848	-
<b>Total Noncurrent Assets</b>	<u>1,070,978</u>	<u>20,000</u>	<u>1,090,978</u>	<u>924,213</u>
<b>Total Assets</b>	<u>\$ 2,847,415</u>	<u>\$ 75,510</u>	<u>\$ 2,922,925</u>	<u>\$ 2,394,267</u>
<b>Liabilities and Net Assets</b>				
<b>Current Liabilities</b>				
Accounts payable	\$ 75,652	\$ -	\$ 75,652	\$ 90,566
Accrued payroll and related liabilities	45,817	-	45,817	39,516
Other liabilities	1,200	-	1,200	-
Current portion of operating lease liabilities	96,832	-	96,832	-
<b>Total Current Liabilities</b>	<u>219,501</u>	<u>-</u>	<u>219,501</u>	<u>130,082</u>
<b>Noncurrent Liabilities</b>				
Operating lease liabilities, net of current	83,193	-	83,193	-
<b>Total Noncurrent Liabilities</b>	<u>83,193</u>	<u>-</u>	<u>83,193</u>	<u>-</u>
<b>Total Liabilities</b>	<u>302,694</u>	<u>-</u>	<u>302,694</u>	<u>130,082</u>
<b>Net Assets</b>				
Without donor restrictions:				
Undesignated	2,111,475	-	2,111,475	1,820,949
Board-designated	433,246	-	433,246	433,246
With donor restrictions:				
Time or purpose restricted	-	75,510	75,510	9,990
<b>Total Net Assets</b>	<u>2,544,721</u>	<u>75,510</u>	<u>2,620,231</u>	<u>2,264,185</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 2,847,415</u>	<u>\$ 75,510</u>	<u>\$ 2,922,925</u>	<u>\$ 2,394,267</u>

*The accompanying notes are an integral part of these financial statements.*

# GRANITE STATE CHILDREN'S ALLIANCE

## STATEMENT OF ACTIVITIES

**FOR THE YEAR ENDED JUNE 30, 2023**

*(with summarized comparative totals for the year ended June 30, 2022)*

	2023		2023 Total	2022 Total
	Without Donor Restrictions	With Donor Restrictions		
<b>Support and Revenue</b>				
Support:				
Grants	\$ 1,737,890	\$ --	\$ 1,737,890	\$ 1,560,890
Paycheck Protection Program (PPP)	--	--	--	26,743
Contributions	704,946	148,150	853,096	275,076
In-kind contributions	--	--	--	74,492
Special events:				
Gross special events revenue	116,348	--	116,348	322,618
Less cost of special events	(15,102)	--	(15,102)	(149,377)
Net special events revenue	<u>101,246</u>	<u>--</u>	<u>101,246</u>	<u>173,241</u>
Revenue:				
Training and education	31,384	--	31,384	8,971
Investment income (loss)	(608)	--	(608)	(11,067)
Other revenue	1,904	--	1,904	919
Net Assets Released From Restrictions	<u>82,630</u>	<u>(82,630)</u>	<u>--</u>	<u>--</u>
<b>Total Support and Revenue</b>	<u>2,659,392</u>	<u>65,520</u>	<u>2,724,912</u>	<u>2,109,265</u>
<b>Expenses</b>				
Program Services:				
Statewide education and outreach	284,374	--	284,374	243,548
Child advocacy centers	<u>1,530,005</u>	<u>--</u>	<u>1,530,005</u>	<u>1,348,562</u>
Total Program Services	<u>1,814,379</u>	<u>--</u>	<u>1,814,379</u>	<u>1,592,110</u>
Supporting Services:				
General and administrative	545,868	--	545,868	443,864
Fundraising	<u>8,619</u>	<u>--</u>	<u>8,619</u>	<u>106,743</u>
Total Supporting Services	<u>554,487</u>	<u>--</u>	<u>554,487</u>	<u>550,607</u>
<b>Total Expenses</b>	<u>2,368,866</u>	<u>--</u>	<u>2,368,866</u>	<u>2,142,717</u>
<b>Change in Net Assets</b>	290,526	65,520	356,046	(33,452)
<b>Net Assets, Beginning of Year</b>	<u>2,254,195</u>	<u>9,990</u>	<u>2,264,185</u>	<u>2,297,637</u>
<b>Net Assets, End of Year</b>	<u>\$ 2,544,721</u>	<u>\$ 75,510</u>	<u>\$ 2,620,231</u>	<u>\$ 2,264,185</u>

*The accompanying notes are an integral part of these financial statements.*

# GRANITE STATE CHILDREN'S ALLIANCE

## STATEMENT OF FUNCTIONAL EXPENSES

**FOR THE YEAR ENDED JUNE 30, 2023**

*(with summarized comparative totals for the year ended June 30, 2022)*

	2023						2023 Total	2022 Total
	Program Services			Supporting Services				
	Statewide Education and Outreach	Child Advocacy Centers	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
Personnel expense:								
Salaries and wages	\$ 177,126	\$ 810,267	\$ 987,393	\$ 217,100	\$ 4,635	\$ 221,735	\$ 1,209,128	\$ 1,084,983
Payroll taxes	13,988	64,288	78,276	17,150	383	17,533	95,809	87,927
Employee benefits	17,851	82,040	99,891	21,886	489	22,375	122,266	112,880
Bank charges	--	--	--	36	8,209	8,245	8,245	8,575
Contracted services:								
Accounting	--	--	--	134,004	--	134,004	134,004	140,128
Marketing	188	980	1,168	37	--	137	1,205	7,256
Other	2,050	31,900	33,950	56,361	17	56,378	90,328	75,658
Depreciation	23,864	34,155	58,019	9,756	--	9,756	67,775	56,807
Dues and subscriptions	2,952	16,358	19,310	13,551	2,567	16,118	35,428	32,369
Equipment, repairs, and maintenance	2,346	40,693	43,039	3,919	--	3,919	46,958	25,584
Event and venue costs	--	--	--	--	--	--	--	137,682
Grants	--	215,416	215,416	--	--	--	215,416	223,816
Insurance	1,405	11,642	13,047	5,645	--	5,645	18,692	16,655
Meetings	965	3,538	4,503	7,113	--	7,113	11,616	7,032
Miscellaneous	425	839	1,264	455	250	705	1,969	1,184
Occupancy	18,999	68,810	87,809	25,308	--	25,308	113,117	121,045
Office expenses	11,904	40,910	52,814	15,537	278	15,815	68,629	68,118
Staff development	1,625	27,613	29,238	2,163	--	2,163	31,401	13,487
Supplies	--	15,657	15,657	--	6,893	6,893	22,550	3,151
Telephone and internet	2,608	21,378	23,986	4,422	--	4,422	28,408	26,898
Travel	1,303	17,835	19,138	3,098	--	3,098	22,236	10,478
Utilities	4,775	25,686	30,461	8,327	--	8,327	38,788	30,381
<b>Total Expenses By Function</b>	<b>284,374</b>	<b>1,530,005</b>	<b>1,814,379</b>	<b>545,868</b>	<b>23,721</b>	<b>569,589</b>	<b>2,383,968</b>	<b>2,292,094</b>
Less expenses included on the Statement of Activities for the cost of special events	--	--	--	--	(15,102)	(15,102)	(15,102)	(149,377)
<b>Total Expenses Reported on the Statement of Activities</b>	<b>\$ 284,374</b>	<b>\$ 1,530,005</b>	<b>\$ 1,814,379</b>	<b>\$ 545,868</b>	<b>\$ 8,619</b>	<b>\$ 554,487</b>	<b>\$ 2,368,866</b>	<b>\$ 2,142,717</b>

*The accompanying notes are an integral part of these financial statements.*

# GRANITE STATE CHILDREN'S ALLIANCE

## STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2023

(with comparative totals for the year ended June 30, 2022)

	2023	2022
<b>Cash Flows from Operating Activities</b>		
Change in net assets	\$ 356,046	\$ (33,452)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	67,775	56,807
Unrealized loss	4,222	11,789
Amortization of operating lease right-of-use assets	110,487	--
Changes in operating assets and liabilities:		
Grants receivable	80,055	(14,577)
Accounts receivable	2,522	(2,522)
Contributions receivable	(4,992)	(24,711)
Prepaid expenses	(7,874)	118
Accounts payable	(14,914)	(4,872)
Accrued payroll and related liabilities	6,301	8,631
Refundable advances	--	(32,017)
Other liabilities	1,200	--
Operating lease liabilities	(107,310)	--
<b>Net Cash Provided by (Used in) Operating Activities</b>	<u>493,518</u>	<u>(34,806)</u>
<b>Cash Flows from Investing Activities</b>		
Payment of security deposit	(994)	(4,722)
Purchase of property and equipment	(40,920)	(56,842)
<b>Net Cash Used in Investing Activities</b>	<u>(41,914)</u>	<u>(61,564)</u>
<b>Net Change in Cash and Cash Equivalents</b>	451,604	(96,370)
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>1,056,072</u>	<u>1,152,442</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 1,507,676</u>	<u>\$ 1,056,072</u>

*The accompanying notes are an integral part of these financial statements.*

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 1 - ORGANIZATION

Granite State Children's Alliance (the Organization) is a nonprofit 501(c)(3) organization that provides coordinated services through a multi-disciplinary team approach to support the investigation and prosecution of child abuse cases. The Organization serves as the New Hampshire chapter organization providing training, technical assistance, and statewide representation for the network of Nationally Accredited Child Advocacy Centers (CACs) in New Hampshire. The Organization also operates CACs in Keene (Cheshire County - Monadnock Region CAC), Manchester/Nashua (Hillsborough County CAC North/South) and Laconia (Belknap County - Greater Lakes CAC). The Organization impacts the lives of children and families through two program priorities:

- **Statewide Education and Outreach** - The Organization provides CAC membership services, training, professional development, technical assistance, and statewide representation to the network of eleven Nationally Accredited Child Advocacy Centers (CACs) in New Hampshire and their multi-disciplinary teams. **KNOW & TELL** is a professional development program of the Granite State Children's Alliance. It is all our responsibility to protect children from abuse. **KNOW & TELL** educates all adults to **KNOW** the signs of abuse and **TELL** responsible authorities when they recognize a child needs help. It is based on three elements: **Educate** – learn the signs of neglect, physical, and sexual abuse to identify a child victim and understand your responsibility as a mandated reporter; **Inform** – know how and when to report suspected abuse when a child needs your help; **Protect** – recognize your role in the child protection system. The **KNOW & TELL** training is conducted in-person or online.
- **Child Advocacy Centers** – Child Advocacy Centers (CACs) are designed to be a child/family friendly, victim centered, neutral setting for joint investigations and forensic interviews of child victims of crime involving sexual abuse, felony level physical abuse, and child witnesses to violence such as a homicide or a serious domestic assault. CACs also provide child/family support services to ensure children receive appropriate mental health assessments, treatment, and specialized medical evaluations. Last year over 2,175 children were referred for services to CACs across New Hampshire.

The CACs offer an onsite Behavioral Health Program to children and caregivers served at the CAC. The program's licensed and master's level clinicians provide children and caregivers with evidence-based, trauma-informed care utilizing best practice clinical modalities recommended by the National Children's Alliance to help child victims and their caregivers on their path to recovery. Last year the Organization's clinicians provided over 690 clinical sessions to children and caregivers. The Organization's CAC services are provided at no cost.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

#### *BASIS OF FINANCIAL STATEMENT PRESENTATION*

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

#### *CHANGE IN ACCOUNTING PRINCIPLE*

##### *ASC 842, Leases*

Effective July 1, 2022, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Under ASC 842, the Organization determines if an arrangement contains a lease at inception based on whether the Organization has the right to control the asset during the contract period and other facts and circumstances. The Organization 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. The Organization elected the short-term lease recognition exemption for all leases that qualify. Consequently, for leases that qualify, the Organization will not recognize right-of-use assets or lease liabilities on the Statement of Financial Position.

The adoption of ASC 842 resulted in the recognition of a right-of-use asset of \$287,335 and operating lease liabilities of \$287,335 as of July 1, 2022. Results of periods beginning prior to July 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASC 842 did not have a material impact on the Organization's results of operations and cash flows.

#### *COMPARATIVE FINANCIAL INFORMATION*

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2022, from which the summarized information was derived.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### *CASH AND CASH EQUIVALENTS*

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

#### *GRANTS RECEIVABLE*

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectable grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

#### *CONTRIBUTIONS RECEIVABLE*

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable. Management has determined that no allowance is necessary.

#### *ACCOUNTS RECEIVABLE*

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

#### *INVESTMENTS*

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair value in the Statement of Financial Position.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### *INVESTMENTS (CONTINUED)*

Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

#### *PROPERTY AND EQUIPMENT, NET*

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, ranging from 3 to 39 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2023 or 2022.

#### *LEASES*

The Organization is a lessee in several noncancelable operating leases for office space and equipment. The Organization determines if an arrangement is a lease, or contains a lease, at inception of the contract and when the terms of an existing contract are changed. The Organization 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 when those variable payments depend on an index or a rate. The Organization generally does not have access to the rate implicit in the lease and, therefore, the Organization utilizes a risk-free rate as the discount rate at the lease commencement date for all classes of underlying assets. The ROU assets are 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.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### *LEASES (CONTINUED)*

The Organization 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 assets that the Organization is reasonably certain to exercise. The Organization recognizes lease costs associated with short-term leases on a straight-line basis over the lease term.

The Organization has lease agreements with lease and non-lease components, which are generally accounted for separately. The Organization has elected, for all underlying classes of assets, to account for each separate lease component of a contract and its associated non-lease components (repairs and maintenance) as a single lease component. For arrangements accounted for as a single lease component, there may be variability in future lease payments as the amount of the non-lease components is typically revised from one period to the next. These variable lease payments are recognized in operating expenses in the period in which the obligation for those payments was incurred.

#### *NET ASSETS*

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions.

##### *Net Assets Without Donor Restrictions*

Net assets without donor restrictions are net assets available for use in general operations and not subject to donor (or certain grantor) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for investment consideration and the Manchester CAC development project.

##### *Net Assets With Donor Restrictions*

Net assets with donor restrictions are net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### ***REVENUE RECOGNITION***

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. Special events revenue is recognized equal to the fair value of direct benefits to donors when the special event takes place. The contribution element of special event revenue is recognized immediately, unless there is a right of return if the special event does not take place.

Revenue from training and education programs is recognized when the performance obligations of providing the services are met. The performance obligation of delivering training and education is simultaneously received and consumed by the registrants; therefore, the revenue is recognized when the program occurs. Amounts received in advance are deferred and are reported as contract liabilities until the performance obligation of providing those services are met.

#### ***DONATED SERVICES AND IN-KIND CONTRIBUTIONS***

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP. GAAP allows recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair value of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### *DONATED SERVICES AND IN-KIND CONTRIBUTIONS (CONTINUED)*

Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

#### *FUNCTIONAL ALLOCATION OF EXPENSES*

The costs of providing the Organization's various programs and activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. Expenses that relate solely to the functional categories are directly charged, however, there are certain expenses that are allocated. Personnel expenses, including salaries and wages, employee benefits, and payroll taxes, and certain insurances are allocated based on time and effort estimates. Occupancy, utilities, depreciation on certain assets, and certain insurance costs are allocated on a square footage basis.

#### *INCOME TAXES*

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose.

The Organization accounts for uncertain tax provisions under FASB ASC 740, *Income Taxes*, which provides a framework for how entities should recognize, measure, present, and disclose uncertain tax positions in their financial statements. The Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. Management has reviewed the Organization's reporting and believes they have not taken tax positions that are more likely than not to be determined to be incorrect by the IRS and, therefore, no adjustments or disclosures are required. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods pending or in progress.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### *ESTIMATES*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual amounts may differ from those estimates.

#### *FINANCIAL INSTRUMENTS AND CREDIT RISK*

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insurance limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates. Investments are currently monitored by the Board of Directors. Although the fair value of investments are subject to fluctuation on a year-to-year basis, the Board of Directors believe that its investment policies and guidelines are prudent for the long-term welfare of the Organization.

#### *FAIR VALUE MEASUREMENTS AND DISCLOSURES*

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### *FAIR VALUE MEASUREMENTS AND DISCLOSURES (CONTINUED)*

- Level 3 - Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

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

#### *NEW ACCOUNTING STANDARDS TO BE ADOPTED IN THE FUTURE*

##### *Credit Losses*

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

### 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 the date of the Statement of Financial Position, were comprised of the following at June 30, 2023 and 2022:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents	\$ 1,507,676	\$ 1,056,072
Grants receivable	269,400	349,455
Contributions receivable	52,992	48,000
Accounts receivable	--	2,522
Investments	15,155	19,377
Total financial assets	1,845,223	1,475,426
Less amounts not available to be used within one year:		
Contributions receivable in more than one year	(20,000)	
Board-designated reserves	(433,246)	(433,246)
Financial assets available to meet general expenditures over the next year	<u>\$ 1,391,977</u>	<u>\$ 1,042,180</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

### NOTE 4 – CONTRIBUTIONS RECEIVABLE

Contributions receivable were estimated to be collected as follows at June 30, 2023 and 2022:

	2023	2022
Within one year	\$ 32,992	\$ 48,000
Two to five years	20,000	--
	<u>\$ 52,992</u>	<u>\$ 48,000</u>

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 5 - INVESTMENTS

Investments, measured at fair value on a recurring basis and categorized in the fair value hierarchy as Level I, consisted of U.S. common stocks at June 30, 2023 and 2022.

During the years ended June 30, 2023 and 2022, the Organization recognized \$(4,222) and \$(11,789), respectively, of unrealized losses on investments in equity securities.

### NOTE 6 - PROPERTY AND EQUIPMENT, NET

Property and equipment, net was comprised of the following at June 30, 2023 and 2022:

	2023	2022
Land	\$ 15,500	\$ 15,500
Buildings and improvements	829,637	829,637
Leasehold improvements	53,500	53,500
Furniture and equipment	99,340	58,420
Software	<u>112,310</u>	<u>112,310</u>
	1,110,287	1,069,367
Less accumulated depreciation	<u>(241,088)</u>	<u>(173,313)</u>
	<u>\$ 869,199</u>	<u>\$ 896,054</u>

Depreciation expense totaled \$67,775 and \$56,807 for the years ended June 30, 2023 and 2022, respectively.

### NOTE 7 - LEASES

The Organization rents property and equipment under non-cancelable operating lease agreements with monthly payments ranging from \$170 to \$3,780. The leases expire at various dates through June 2026.

While all agreements provide minimum lease payments, some include payments adjusted for maintenance charges. Variable payments are not determinable at the lease commencement and are not included in the measurement of lease assets and liabilities. The lease agreements do not include any material residual value guarantees or restrictive covenants.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 7 – LEASES (CONTINUED)

The components of operating lease expense that are included in the Statement of Activities for the year ended June 30, 2023 were as follows:

Fixed lease cost	\$ 111,982
Variable lease cost	<u>1,135</u>
Total lease cost	<u>\$ 113,117</u>

During the year ended June 30, 2023, the Organization had the following cash and non-cash activities related to operating leases:

Cash paid for amounts included in the measurement of lease liabilities:

Operating cash flows for operating leases	\$ 111,982
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Weighted average lease term and discount rate at June 30, 2023, were as follows:

Weighted average remaining lease term (years)	1.97
Weighted average discount rate	2.06%

Future payments due under operating leases as of June 30, 2023, were as follows for the years ending June 30:

2024	\$ 99,721
2025	67,875
2026	<u>16,777</u>
Total lease payments	184,373
Less imputed interest	<u>4,348</u>
Present value of lease liabilities	<u>\$ 180,025</u>

Rental expense, as previously defined under FASB ASC 840, for all operating leases was \$121,045 for the year ended June 30, 2022.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 8 - NET ASSETS

#### *NET ASSETS WITHOUT DONOR RESTRICTIONS*

Net assets without donor restrictions include Board-designated net assets which may be accessed only with prior approval of the Board. Board-designated net assets at June 30, 2023 and 2022 were designated for the following purposes:

	2023	2022
Investment consideration	\$ 394,000	\$ 394,000
Manchester CAC development project	<u>39,246</u>	<u>39,246</u>
	<u>\$ 433,246</u>	<u>\$ 433,246</u>

#### *NET ASSETS WITH DONOR RESTRICTIONS*

Net assets with donor restrictions were comprised of the following at June 30, 2023 and 2022:

	2023	2022
Time and purpose restricted:		
Time restrictions	\$ 40,000	\$ --
Restricted for Nashua CAC	9,000	9,990
Restricted for Manchester CAC	9,000	--
Restricted for Laconia CAC	8,760	--
Restricted for Keene CAC	<u>8,750</u>	<u>--</u>
	<u>\$ 75,510</u>	<u>\$ 9,990</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or the occurrence of the passage of time as follows for the years ended June 30, 2023 and 2022:

	2023	2022
Expiration of time restrictions	\$ 20,000	\$ 20,000
Satisfaction of purpose restrictions	<u>62,630</u>	<u>328,428</u>
	<u>\$ 82,630</u>	<u>\$ 348,428</u>

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 9 - GRANTS

The Organization has been awarded cost-reimbursable grants of \$73,065 that have not been recognized as of June 30, 2023 because qualifying expenditures have not yet been incurred. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### NOTE 10 - COMMITMENTS AND CONTINGENCIES

#### *CONTINGENT LIABILITY*

In fiscal year 2017, the New Hampshire Community Development Finance Authority (CDFA) awarded \$325,000 in state tax credits to be used by the Organization to support the renovation and expansion of the Organization's Greater Lakes Child Advocacy Center in Laconia, New Hampshire. Under this program, the Organization received 80% or \$260,000. The CDFFA requires a performance mortgage on the project property, up to the net amount of the funding.

The Organization, or another nonprofit entity approved by the CDFFA, must remain in ownership of the property for a period of ten years from the contract start date. Additional requirements include adequate insurance coverage and timely payment of all taxes and assessments. The CDFFA performance mortgage will self-amortize over 10 years. If the Organization does not meet all requirements of the agreement, the unamortized balance will be immediately due and payable to the CDFFA.

In fiscal year 2018, the New Hampshire Community Development Finance Authority (CDFFA) awarded \$455,000 in Community Development Block Grant Funds (CDBG) to the County of Belknap, New Hampshire (the County), \$430,000 of which was passed through to the Organization. The grant funds were used to support the renovation and expansion of the Organization's Greater Lakes Child Advocacy Center in Laconia, New Hampshire. The CDFFA requires a mortgage deed in the amount of \$430,000 on the property that self-amortizes over 20 years. The mortgage deed, granted by the Organization to the County, requires the provision of services benefit a minimum of 76% low- and moderate-income persons, that the project be completed in accordance with the contract, and that the property remain in the ownership of the Organization, or another nonprofit entity approved by the County, for a period of at least 20 years from the contract start date.

Upon default of these conditions, the County shall have the right, on behalf of the CDFFA, to recover the unamortized balance expended on the project. Unless previously discharged by the County, its successors and assigns, the mortgage deed will be void and automatically terminate after 20 years.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 11 - CONTRIBUTED NONFINANCIAL ASSETS

The Organization received \$-0- and \$74,492 in nonfinancial assets for the years ended June 30, 2023 and 2022, respectively. The nonfinancial assets received in fiscal year 2022 were comprised of \$38,197 in program space for the Manchester child advocacy center recognized at estimated value using the fair value of recent comparable rentals in the Manchester real estate market, and \$36,295 in services and accommodations for the Gala event, recognized utilizing estimated fair value based on the current market rates for similar accommodations and services.

### NOTE 12 - RETIREMENT PLAN

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the IRC. All employees are eligible to participate in the plan on their first day of employment as long as they work 20 or more hours a week. The Organization does not contribute to the plan.

### NOTE 13 - CONCENTRATION OF RISK

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2023 and 2022, the State of New Hampshire accounted for 43% and 58%, respectively, of total revenues.

During the years ended June 30, 2023 and 2022, funding from one foundation accounted for 18% and 0%, respectively, of total revenues.

### NOTE 14 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 21, 2024, which is the date the financial statements were available to be issued.

In February 2024, the Organization purchased real property located in Manchester, New Hampshire for \$1.06 million.

In December 2023, the Organization purchased real property located in Nashua, New Hampshire for \$525,000.

In August 2023, the Organization was awarded an American Rescue Plan Act grant from County of Hillsborough totaling \$3.2 million to help fund the purchase and renovation of the two properties acquired in fiscal year 2024.

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 14 - SUBSEQUENT EVENTS (CONTINUED)

In December 2023, the Organization was awarded \$750,000 in state tax credits by the CDFA to support the renovation of the property purchased in Manchester, New Hampshire. Under this program, the Organization will receive 80% or \$600,000 over a two-year period.

**GRANITE STATE CHILDREN'S ALLIANCE**  
**SCHEDULE OF CHILD ADVOCACY CENTER EXPENSES BY LOCATION**  
**FOR THE YEAR ENDED JUNE 30, 2023**

	Child Advocacy Centers				Total
	Keene	Laconia	Manchester	Nashua	
Personnel expense:					
Salaries and wages	\$ 165,610	\$ 215,212	\$ 249,319	\$ 180,126	\$ 810,267
Payroll taxes	13,150	17,078	19,761	14,299	64,288
Employee benefits	16,781	21,794	25,217	18,248	82,040
Contracted services:					
Marketing	--	980	--	--	980
Other	6,905	7,387	10,694	6,914	31,900
Dues and subscriptions	3,284	7,616	4,324	1,134	16,358
Equipment, repairs, and maintenance	5,385	13,919	21,119	270	40,693
Grants	53,854	53,854	53,854	53,854	215,416
Insurance	1,797	4,373	3,546	1,926	11,642
Meetings	902	1,326	933	377	3,538
Miscellaneous	--	100	633	106	839
Occupancy	16,058	--	29,965	22,787	68,810
Office expenses	4,786	9,467	19,289	7,368	40,910
Staff development	4,862	5,813	9,996	6,942	27,613
Supplies	3,914	3,914	3,914	3,915	15,657
Telephone and internet	4,764	7,138	4,573	4,903	21,378
Travel	1,896	5,503	7,365	3,071	17,835
Utilities	5,557	10,218	6,629	3,282	25,686
Total Expenses Before Depreciation and Administrative Expenses	309,505	385,692	471,131	329,522	1,495,850
Depreciation	1,774	26,771	3,621	1,989	34,155
Administrative expenses allocation	92,442	122,491	140,989	98,451	454,373
<b>Total Expenses</b>	<b>\$ 403,721</b>	<b>\$ 534,954</b>	<b>\$ 615,741</b>	<b>\$ 429,962</b>	<b>\$ 1,984,378</b>

*See independent auditors' report on supplementary information.*

**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  
**Granite State Children's Alliance**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Granite State Children's Alliance (the Organization), which comprise the statement of financial position as of June 30, 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, and have issued our report thereon dated March 21, 2024.

**Report on Internal Control Over Financial Reporting**

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

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

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

## **Report on Compliance and Other Matters**

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

### **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the 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.

*Marcum LLP*

Merrimack, NH  
March 21, 2024

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;  
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors  
**Granite State Children's Alliance**

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Granite State Children's Alliance's (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2023. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, Granite State Children's Alliance complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

***Basis for Opinion on Each Major Federal Program***

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

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

### ***Responsibilities of Management for Compliance***

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

### ***Auditors' Responsibilities for the Audit of Compliance***

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

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance; we

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

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

### **Report on Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal*

*control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the 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.

#### **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of Granite State Children's Alliance as of and for the year ended June 30, 2023, and have issued our report thereon dated March 21, 2024, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

*Marcum LLP*

Merrimack, NH  
March 21, 2024

**GRANITE STATE CHILDREN'S ALLIANCE**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2023**

<i>Federal Agency</i> Cluster Pass through Agency Program Title	Federal AL Number	Pass Through Identifying Number	Federal Expenditures	Passed Through to Subrecipients
<i>U.S. Department of Housing and Urban Development</i>				
<i>CDBG - Entitlement Grants Cluster</i>				
<i>Passed Through City of Manchester, New Hampshire</i>				
Community Development Block Grants/Entitlement Grants	14.218	210222	\$ 12,000	\$ --
<i>Passed Through County of Belknap, New Hampshire</i>				
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218	Unknown	17,490	--
Total CDBG - Entitlement Grants Cluster			<u>29,490</u>	<u>--</u>
<b>Total U.S. Department of Housing and Urban Development</b>			<u>29,490</u>	<u>--</u>
<i>U.S. Department of Justice</i>				
<i>Passed Through National Children's Alliance</i>				
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	BEDF-NH-3OC22	20,833	--
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	BEDF-NH-3SP22	46,330	--
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	BEDF-NH-CHCORE23	102,917	--
<i>Passed Through Northeast Regional Children's Advocacy Center</i>				
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	2019-CI-FX-K005	61,826	--
Total Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers			231,906	--
<i>Passed Through City of Nashua, New Hampshire</i>				
Equitable Sharing Program	16.922	Unknown	10,000	--
<b>Total U.S. Department of Justice</b>			<u>241,906</u>	<u>--</u>
<i>U.S. Department of Treasury</i>				
<i>Passed Through State of New Hampshire Department of Justice</i>				
Coronavirus State and Local Fiscal Recovery Funds	21.027	2024ARPVS17	1,136,115	210,316
<b>Total U.S. Department of Treasury</b>			<u>1,136,115</u>	<u>210,316</u>
<i>U.S. Department of Health and Human Services</i>				
<i>Passed Through State of New Hampshire Department of Justice</i>				
Children's Justice Grants to States	93.643	2023CJA02	3,375	--
Total Children's Justice Grants to States			3,375	--
<b>Total U.S. Department of Health and Human Services</b>			<u>3,375</u>	<u>--</u>
<b>Total Expenditures of Federal Awards</b>			<u>\$ 1,410,886</u>	<u>\$ 210,316</u>

*The accompanying notes are an integral part of this schedule.*

# GRANITE STATE CHILDREN'S ALLIANCE

## NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2023

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### NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Granite State Children's Alliance (the Organization) under programs of the federal government for the year ended June 30, 2023. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

### 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 - DE MINIMIS COST RATE

The Organization has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

### NOTE 4 - DONATED PERSONAL PROTECTIVE EQUIPMENT (PPE) (UNAUDITED)

During fiscal year 2023, the Organization did not receive donated PPE from federal sources.

**GRANITE STATE CHILDREN'S ALLIANCE**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2023**

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**SECTION I – SUMMARY OF AUDITORS' RESULTS**

***FINANCIAL STATEMENTS***

Type of auditors' 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  No  
 Significant deficiency(ies) identified?  Yes  None reported

Noncompliance material to financial statements noted?  Yes  No

***FEDERAL AWARDS***

Internal control over major federal programs:

Material weakness(es) identified?  Yes  No  
 Significant deficiency(ies) identified?  Yes  None reported

Type of auditors' report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?  Yes  No

Identification of major federal programs:

<u><b>NAME OF FEDERAL PROGRAM OR CLUSTER</b></u>	<u><b>ASSISTANCE LISTING NUMBER(S)</b></u>
--	--

Coronavirus State and Local Fiscal Recovery Funds	21.027
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Dollar threshold used to distinguish between type A and type B programs:	\$750,000
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Auditee qualified as low-risk auditee?  Yes  No

**GRANITE STATE CHILDREN'S ALLIANCE**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)**

**FOR THE YEAR ENDED JUNE 30, 2023**

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**SECTION II – FINANCIAL STATEMENT FINDINGS**

None.

**SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS**

None.

**SECTION IV – SCHEDULE OF PRIOR YEAR FINDINGS**

There were no findings in the prior year.



## **Board of Directors FY2024**

### **Executive Committee:**

Nick E. Abramson, Esq. | Chairman of the Board | Abramson, Brown & Dugan, PA

Dan Bennett | Vice Chairman | NH Automobile Dealers Association

Jarad Vartanian | Treasurer | Vachon Clukay and Company

Cptn. Patrick Hannon | Secretary | Nashua Police Department

### **Members:**

Cathy Brittis | The CAC of Grafton/Sullivan County at DHMC

Kelly Cohen | Cohen Closing & Title

Andy Crews | Crews Holdings

Dr. Matthew Dayno | Elliot Health System

Debra Ford, Esq. | Jackson Lewis PC

Lt. Nick Georgoulis | Manchester Police Department

Cptn. Matthew Larochelle | Manchester Police Department

Chris McLaughlin, Esq. | Cheshire County Attorney's Office

Teresa Rhodes Rosenberger | Bernstein Shur

Brad Russ | National Criminal Justice Training Center

Scott Spradling | Spradling Group

Kristin Vartanian | Rockingham County Attorney's Office

Dr. Judah Weathers | Elliot Health System



Key Personnel responsible for meeting the terms and conditions of the VOCA agreement

Name	Title	Annual Salary
Joy Barrett	Chief Executive Officer	\$146,000.00

*The CEO of the Granite State Children's Alliance is responsible for the operations and administration of the Hillsborough County Child Advocacy Centers (Nashua and Manchester), the Monadnock Region Child Advocacy Center (Keene) and the Greater Lakes Child Advocacy Center. This position is also responsible for the operation of the NH Chapter which represents the network for Child Advocacy Centers in NH.*

Nicole Ledoux	Chief Program Officer	\$100,000.00
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*The Chief Program Officer position will work with all Child Advocacy Centers and MDT from around New Hampshire to assess gaps in victim service and practice regionally, plan with local teams to make improvements, and guide and support the implementation of recommendations with the CAC/MDT. Guiding our CAC/MDT improvement efforts with priority on the victim's needs ensures that our CACs in NH are providing a high quality, victim centered, trauma informed forensic interviewing services. Additionally, that the services serve the complex needs of victims of sexual and physical abuse in a way that helps victims heal, survive and thrive.*

Meghan Noyes	Director of Child Advocacy Center (CAC) Services	\$85,000.00
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*The Director of CAC Services of the Granite State Children's Alliance is responsible for the day-to-day service delivery of the Hillsborough County Child Advocacy Centers (Nashua and Manchester), the Monadnock Region Child Advocacy Center (Keene) and the Greater Lakes Child Advocacy Center. Among other responsibilities, this position includes oversight and supervisor of the Forensic Interviewer and Family Support Specialist positions in those four Child Advocacy Centers.*

**EXPERIENCE:**

**10/18-Present Greater Lakes Child Advocacy Center, Laconia NH  
Program Coordinator/Forensic Interviewer**

- ❖ Conduct forensic interviews for children, teens and adults for multidisciplinary teams consisting of Law Enforcement, Division of Children, Youth and Family and the County Attorney's Office for victims of crime
- ❖ Assist with investigations for Law Enforcement
- ❖ Conduct monthly case reviews with team members
- ❖ Collaborate with all other agencies to schedule interviews in a timely manner
- ❖ Write reports as needed and maintain confidentiality with sensitive material
- ❖ Provide Testimony
- ❖ Responsible for supervision of Family Support Specialist
- ❖ Responsible for the day to day operations of the Greater Lakes Child Advocacy Center

**5/2016 - Present Merrimack County Advocacy Center, Concord NH  
Forensic Interviewer/Program Coordinator**

- ❖ Conduct forensic interviews for children, teens and adults for MCAC's multidisciplinary team (MDT) when allegations of physical or sexual abuse has occurred
- ❖ Facilitate meetings before and after each interview with MDT members to make sure all team members, the families, and the child's needs are met and any concerns are addressed
- ❖ Enter results and next steps of the interview process into NCATrak, a national database
- ❖ Make referrals to appropriate agencies and provide support to families throughout the investigation of child abuse
- ❖ Conduct monthly case reviews with MDT members across 22 towns
- ❖ Conduct prevention trainings within the community
- ❖ Provide testimony when needed

**5/2006 - 5/2016 Hudson Police Department, Hudson NH  
Victim/Witness Advocate**

- ❖ Explain civil and criminal process to Victims/Witness of Domestic Violence, Sexual Assault, and Stalking complaints as necessary
- ❖ Act as a liaison between the Department, the Attorney General's Office of Victim Witness Assistance, area women's organization and the victim/witness as required
- ❖ Educate Victims of the effects of Domestic Violence, provide information and support as well as safety planning
- ❖ Endeavor to make timely notification to the Victims of serious crimes concerning the status of the suspect

- ❖ Collaborate with all other agencies to ensure Victim safety and Offender accountability
- ❖ Accompany Victims to court, coordinate plea negotiations, courtroom preparation and Victim Impact Statements
- ❖ Home Visits
- ❖ Facilitate Victims Compensation for Victims of Violent Crimes
- ❖ Participate in Juvenile Sexual Assault hearings in an effort to support the children and non offending parents;
- ❖ Provide Testimony when needed

**1/2004-5/2006 YWCA Crisis Service, Manchester NH**

**Criminal Justice Victim Advocate**

- ❖ Coordinate Domestic Violence Project with community partner agencies
- ❖ Provide direct service to Victims of Domestic and Sexual Violence, Stalking
- ❖ Facilitate Victims Compensation and Pro Bono Attorneys for Victims
- ❖ Provide staff supervision as needed
- ❖ Provide Police and Hospital Accompaniment
- ❖ Provide Victim Case Management as needed
- ❖ Facilitate Domestic Violence Support groups
- ❖ Attend criminal proceedings regularly
- ❖ Participate on various committees
- ❖ Assist with Education and Outreach
- ❖ Provide emergency back up to crisis service volunteers
- ❖ Compute data for statistical purposes in accordance with Federal Grants

**9/1998-1/2004 City of Manchester, Police Department, Manchester NH**

**Domestic Violence Unit-Victim/Witness Advocate**

- ❖ Keep Victims of crime notified of Case Status
- ❖ Advise Victims of the workings of the Criminal Justice System
- ❖ Provide Support to Victims of Domestic Violence and Sexual Assault throughout Criminal Process
- ❖ Assist Victims in communicating their needs to the Detective Division
- ❖ Participate in Outreach and Education in the Community as Outreach Coordinator
- ❖ Compute statistical data for the Domestic Violence Unit
- ❖ Conducted Nationwide training's for National Victim's Assistance Conference
- ❖ Follow up Home Visits
- ❖ All Administrative functions including but not limited to work in Microsoft Word, Access, Excel and Professional Office Suite, filing, typing, faxing, copying and correspondence through email and internet
- ❖ Responsible for all event, conferences and training travel arrangements

**EDUCATION**

**4/2003 Heiser College**

**Manchester, New Hampshire**

**Associate's Degree**

**A.S., Law Enforcement**

**A.S., Corrections, Probation and Parole**

Lori Grant

**REFERENCES**

**Captain Matthew Laroche, Manchester Police Department, NH**  
[REDACTED]

**Retired Chief Carlo Capano, Manchester Police Department, Manchester NH**  
[REDACTED]

**Amy-Lynn Sullivan, Program Director, Hillsborough County Child Advocacy Center,  
Manchester NH**  
[REDACTED]

Lori Grant

# Amy-Lynn Sullivan

## SUMMARY STATEMENT

NCAC and ChildFirst Protocol trained Forensic Interviewer with over 20 years of interviewing and investigative experience. Over 1300 forensic interviews completed. Collaborative multi-disciplinary team member and facilitator with excellent communication skills and unwavering passion.

## PROFESSIONAL WORK EXPERIENCE

Program Coordinator/Forensic Interviewer August 2018-present

Child Advocacy Center of Hillsborough County, Granite State Children's Alliance, Manchester, NH

- Perform all responsibilities of Forensic Interviewer while overseeing CAC daily operations and staff.
- Maintain NCA CAC accreditation standards. Assemble and report client demographics for quarterly submission to City Improvement Program/HUD and represent CAC at annual budgetary meetings.
- Identify cases appropriate for and facilitate monthly Case Review with MDT members. Develop and present trainings to Multidisciplinary Team, educators, and other child-facing professionals regarding CAC model and best practice.
- Collaborate with investigative agencies (17 law enforcement agencies), prosecution, child protection (4 district offices), medical and mental health professionals to respond effectively and efficiently to allegations of child maltreatment.
- Remain up to date on evolving forensic interviewing research and childhood trauma dynamics through continuing education and targeted training.

Forensic Interviewer August 2016-August 2018

Child Advocacy Center of Hillsborough County, Granite State Children's Alliance, Manchester, NH

- Conduct forensic interviews of children, teens, and vulnerable adults when abuse is suspected or a crime has been witnessed. Use research-based protocol (NCAC) and best practice techniques and maintain child focused, victim centered environment in which to best elicit information. Participate in statewide Peer Review meetings.
- Facilitate meetings before and after each interview with the Multidisciplinary Team as well as with the non-offending caregiver. Collaborate with MDT members to ensure all needs and concerns are addressed. Enter results and next steps of the interview process into NCATrak database. Make referrals to counseling and specialized medical facilities.
- Maintain working relationships with investigative agencies, educators and child-centered professionals through outreach and education.

Child Protective Services Worker August 2014-August 2016;  
State of New Hampshire: Division of Children, Youth and Families

- Responded to, investigated, and assessed reports of suspected child abuse and neglect. Worked collaboratively with law enforcement and social service agencies to further investigations pursuant to NH Attorney General Protocol.
- Worked with families to ensure the safety of children through removal and placement, active safety planning or in-home services. Worked with families using Solution Based Casework to ensure ongoing safety. Referred families to agencies and services to assist them in correcting and maintaining the safety and well-being of their family and home.
- Maintained records in statewide database detailing all efforts, contacts and actions completed during assessments. Presented Division's case for action through court testimony and proceedings. Mentored new workers as needed.

Investigator June 2000-May 2003; Dec 2005-June 2013  
New Hampshire Public Defender

- Investigated criminal cases from pre-arraignment to post sentencing. Located, interviewed, and subpoenaed witnesses for court proceedings. Gathered and maintained records, documented information learned in investigation and interviews for attorneys, photographed scenes and testified to findings in court.
- Worked with clients pre- and post-trial for mitigation purposes, facilitating applications to and entry into court mandated substance abuse programs. Gathered familial and social histories for sentencing phase of cases.
- Mentored new investigators and supervised undergraduate level interns.

EDUCATION

Master of Science: Psychology: Child and Adolescent Development  
Southern New Hampshire University

Bachelor of Science: Psychology with Minor in Justice Studies  
University of New Hampshire

SPECIALIZED SKILLS

- Trained in forensic interviewing of individuals with disabilities, presenting evidence during forensic interviews, technology facilitated crimes, and sexual commercialization and exploitation cases
- Leadership and training experience to include supervising and mentoring new interviewers and interns; providing training to child-facing professionals and multi-disciplinary team members, and presenting to undergraduate students in a classroom setting (Southern NH University and Plymouth State University)

**CARLOS H. AGUDELO**

**OBJECTIVE:**

Utilize my bilingual and Forensic Interviewing skills as a multi-disciplinary team member in an established child advocacy center in order to allow children an opportunity to recount their experiences through forensically sound conversations which occur in a non-threatening and welcoming environment

**EDUCATION:**

Bachelor's Degree in Psychology, University of Maine at Presque Isle, ME  
Master's Degree in Justice Studies, University of New Hampshire, Durham, NH

**EXPERIENCE:**

April 2015 -  
Present

MONADNOCK REGION CHILD ADVOCACY CENTER / GRANITE STATE CHILDREN'S ALLIANCE

**Program Coordinator / Forensic Interviewer** -- Responsible for conducting child forensic interviews and creating utilization reports of child forensic interviews for Cheshire County Multi-disciplinary team. Work in conjunction with local law enforcement agencies, child protective services workers, assistant county attorneys, and victim advocates to ensure that children are provided with quality child forensic interview services in a comfortable and non-threatening atmosphere. Program Coordinator works in conjunction with the Family Support Services Worker to assist families with identifying follow-up services. Responsible for coordinating case review meetings, and responsible for ensuring that accreditation standards are met. Trained in NCAC Forensic Interview Protocol

July 2009 -  
April 2015

CITY OF MANCHESTER, NH -- OFFICE OF YOUTH SERVICES

**Youth Services Counselor** -- Responsible for performing outreach and providing direct-care services at various community settings in order to identify need and plan services to at-risk youth. Work in conjunction with various social service agencies including The Salvation Army, The Boys & Girls Club, The Manchester Police Athletic League, and the Greater Manchester Family YMCA. During school year perform outreach at Central High School in order to provide intervention for struggling students identified by school administrators. PRIME for Life Alcohol and Drug Education Course Instructor. Provide bi-lingual services to Spanish speaking families, and Moderator for Anger Management court diversion group.

April 2008 -  
July 2009

GREATER MANCHESTER YMCA -- ALLARD CENTER

**Adventure Staff / Relief Staff** - Responsible for co-leading adventure activities for registered campers during adventure camp. Activities included: Hiking, Mountain Biking, Canoeing / Kayaking, Rock climbing. Also responsible for teaching basic indoor rock climbing skills, and responsible for filling in for transportation duties.

**CARLOS H. AGUDELO**



*Oct. 2001 -  
Jan. 2008*

**NFI NORTH, INC. - MIDWAY SHELTER**

**Program Director** - Responsible for administration and operation of a fifteen bed temporary residential program for court involved adolescent boys referred by the Division of Juvenile and Justice Services. Maintained program licensure from Bureau of Child Care Licensing and Department of Education. Responsible for hiring, training, scheduling, supervision and background checks of approximately twenty-five staff members.

*Aug. 2000 -  
Oct. 2001*

**MANCHESTER BOYS & GIRLS CLUB**

**Site Director** - Responsible for planning and development of alternate site after school program for middle school students. Responsible for hiring and training staff. Developed schedule of activities for members. Maintained contact with parents regarding progress of members. Developed Power Up Computer center. Supervised members during program hours, and maintaining daily record of attendance.

*Dec. 1998 -  
Aug. 2000*

**NFI NORTH, INC. - MIDWAY SHELTER**

**Shift Supervisor** - Responsible for adhering to program schedule and coordinating duties for direct care staff at a fifteen bed temporary residential program for court involved adolescent boys referred by the Division of Juvenile and Justice Services. Responsibilities included documentation of services and supervision of staff, and intervening during crisis situation.

**References Available Upon Request**

## HAILEY M. GRAVEL

### PROFESSIONAL PROFILE

- Highly motivated, results-driven performer with significant experience with adolescents, youth development, juvenile justice, and court proceedings.
- Adaptive, receptive learner who thrives at interpersonal communication, conflict resolution, teamwork, and public speaking.
- Perseverant, resourceful achiever with strong verbal and written communication skills who flourishes when multi-tasking and working with others.

### EDUCATION

**Loyola University Chicago** – Chicago, Illinois May 2015  
Bachelor of Science: Dual Degree in Psychology and Criminal Justice & Criminology  
Magna Cum Laude: 3.85 GPA

**Deakin University Geelong** – Victoria, Australia 2014  
Study Abroad Program

### PROFESSIONAL OVERVIEW

**Granite State Children's Alliance Forensic Interviewer** – Hillsborough County NH April 2023 to present

- Forensic Interviewer at the Child Advocacy Center of Hillsborough County
- Conduct developmentally sensitive and legally sound interviews for the purpose of gathering factual information from children regarding abuse or exposure to violence for an investigation.
- Actively participate in and stay up to date on trainings, webinars, conferences, and peer-reviewed research in order to maintain competency, neutrality, and practice-informed techniques during interviews.
- Engage with other forensic interviews during frequent Peer Review meetings in order to receive and provide feedback, suggestions, and ways to improve interview techniques.
- Facilitate multidisciplinary team meetings and monthly Case Reviews with members of the investigation for the purposes of relaying pertinent information, strategizing effective investigative procedures, and informing the team members of investigative developments.

**Division for Children Youth and Families Social Worker** – Nashua, NH 2019 to 2022

- Child Protective Services Worker III – Assessment and Certified Mentor
- Investigated concerns of abuse and neglect involving children by interviewing children, families and collaterals, such as doctors, mental health professionals, and school staff.
- Maintained professionalism and provided support while working with families of varying socio-economic statuses, ethnicities, and backgrounds.
- Collaborated with families, law enforcement, and community supports to ensure the safety and wellbeing of children by composing Action and Safety Plans, facilitating engagement with community resources, and offering educated recommendations and referrals.
- Documented interviews and contacts, prepared court reports and affidavits, filed petitions, and formulated safety plans for families.
- Actively participated in multidisciplinary team meetings and specialized focus groups to provide constructive feedback regarding case practice and policy to supervisors, field administrators, and the Office of the Child Advocate.

**Sununu Youth Services Center Youth Counselor II** – Manchester, NH 2017 to 2020

- Youth counselor and case manager for juveniles within a residential detention facility tasked

- with ensuring a safe and secure living environment.
- Organized and oversaw general activities, interactions, and treatment of juveniles, while provided constant oversight of male and female youth under the age of 18.
- Generated daily grades, behavior reports, and juvenile progress updates.
- Assisted, redirected, and oversaw juvenile behavior as it related to facility rules, policies, and overall behavior within the facility, to better prepare them for release and reintegration.

**AmeriCorps NCCC Corps Member – Southwest Region, Denver CO** 2016 to 2017

- Dedicated 10 months of government service working on a team of peers with different nonprofit organizations in southwestern America: Assistant Team Leader, Recruiter, Portfolio Editor.
- Led team of peers during service and volunteer projects, quantified and documented weekly progress and projections, presented project results to unit, and wrote team portfolios compiling totality of information from service and volunteer projects.
- Collaborated with Habitat for Humanity in CO for 6 weeks constructing and renovating condominiums. Served the community and "at-risk" youth in NM, for 3 months as staff member at Boys and Girls Club and teacher at AppleTree Educational Center. Partnered with the Montezuma School to Farm Project in CO for 3 months installing and maintaining school gardens and orchards, constructing garden infrastructure, and educating elementary school students.

**Manchester School District Paraprofessional - Smyth Road Elementary School, Manchester NH** 2016

- Paraprofessional in an Autism Classroom for 5- to 7-year-olds; CPI certified.
- Worked with individual students and groups to help further developmental and educational skills of students.
- Daily tasks included learning sessions with students, assistance with bathroom use, snack and lunch assistance, recess duties, and full-time supervision.

**Juvenile Probation Intern – Cook County Juvenile Probation, Chicago IL** 2015

- Actively witnessed the daily routines of Chicago and Evanston Juvenile Probation Officers.
- Observed in court and excelled at office work including PowerPoint presentations, editing Policies and Procedures, and handling case files.
- Co-led Freedom from Smoking Program and additional presentations for Cook County employees.
- Interacted daily with juveniles on probation and families, as well as with social service organizations and rehabilitation and residential treatment centers.

**Aftercare and Substitute Teacher, Camp Counselor - St. Benedict Academy, Manchester NH** 2015

- Supervised elementary school students from grades Kindergarten to 6.
- Assisted students with homework, lesson plans, and daily educational activities.

**EXPERIENCE HIGHLIGHTS**

**Leadership** – Certified Child Protective Services Worker Mentor, AmeriCorps NCCC Assistant Team Leader, Executive Board Member for Loyola University Chicago Club Sports to include President, Vice President, and Secretary.

# Melody Dion

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## PROFESSIONAL SUMMARY

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Reliable, and detail-oriented with over seven years of broad-based experience. Skilled at building relationships in person to families of diverse backgrounds, cultures and experiences. Deep understanding of the importance of customer service, advocacy and guidance.

## PROFESSIONAL SKILLS

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Microsoft Office | Interviewing | Documentation | Communication | Support | Organization

## EDUCATION

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Bachelor of Science – Human Services, Granite State College, University System of NH, Manchester NH

## WORK EXPERIENCE

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Granite State Childrens Alliance, Bedford NH February 2023 - Present

Forensic Interviewer at Hillsborough County South Child Advocacy Center, Nashua NH

- Trained in NCAC Child Forensic Interview (CFI) Structure, April 2023
- Trained in FIND Adapted for Individuals Who Do Not Speak, January 2023
- Provides forensic interview services to assist child victims of crime and witnesses in a neutral, fact finding manner to fulfill and comply with interviewing guidelines, state statute and national accreditation requirements

Waypoint, Manchester NH January 2015 – February 2023

ISO Case Manager/ Family Therapist

- Gather and report extensive documentation for each family
- Knowledge of child abuse, social service system and ability to engage children of all ages
- Coordinate with multidisciplinary team including DCYF, Law Enforcement and Mental Health
- Assess family needs and develop plans to connect families to community resources
- Provide parent education and crisis management, coach and educate parents to improve skills

Parent Aide

- Collaborate with families and parties to create a safe environment for visits
- Provide supportive counseling, health and safety education

Kohls, Bedford NH February 2012 – March 2021

Cash Office and Customer Service

- Maintained the balance of the store safe
- Conducted and assisted customers with their applications
- Collaborated with Managers to quickly resolve customer complaints with appropriate action.

## Robert F. Collinsworth

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### EXPERIENCE

**2016-Present Monadnock Child Advocacy Center**  
*Family Support Specialist*

Keene, NH

Provide child victims of abuse, and their families, with support before, during, and after the Forensic Interview process. Provide support to children and caregivers during times of crisis. Make referrals to and connect families with community resources. Collaborate with the Multi-Disciplinary Team (MDT) for scheduling of interviews. Collaborate with the MDT for follow-up after interviews. Liaison between families and the MDT. Connect with community agencies. Advocate for families and encourage them to feel empowered to advocate for themselves. Assist in training community members about the signs of child abuse and neglect and mandating reporting.

**1987-2016 Keene Police Department**

Keene, NH

*April '87 - October '88 Patrol Officer*

Responsible for uniformed patrol zones to include traffic control and enforcement as well as accident investigations, misdemeanor criminal investigations, crime scene investigation and control, preliminary investigations as first responder, community liaison with local school district, armorer, platoon property officer tasked with ensuring chain of custody and courtroom preparation.

*October '88 - June '16 Detective*

Responsible for felony level investigations from onset through prosecution to include, but not limited to, detailed crime scene investigations, witness identification and interviews, suspect identification and interviews, arrest and search warrant preparation and execution, and to ensure the coordination of services for victims and families. I am routinely expected to present investigations to Cheshire County Superior Court Grand Juries and other courtroom testimony.

Assigned to monitor and oversee uniformed officer's investigations of misdemeanor crimes. I have been a member of the Keene Police Department Tactical Team. I developed and implemented a school district, "Officer Friendly" program. The program focused on personal safety and encouraged elementary school aged children and their families to establish better interpersonal communications. I established an initial Keene Police Department volunteer program to coordinate with the Keene School District to assist with Project Graduation in staffing and fund raising.

Developed and established the Keene Police Department Polygraph Unit in 2000. I have conducted or oversaw in excess of one thousand examinations. As the founder of the Polygraph Unit I am also assigned as the Keene Police Department's interview instructor. I am responsible for the professional

training of all new police officers in the skills of interviewing witnesses, victims and suspects as well as specific instruction in both State and Federal case law pertaining to interviews. I am responsible for overseeing the Keene Police Department Polygraph Unit to include annual trainings, equipment and to ensure that the unit is in compliance with State and Federal laws and protocols.

I have developed and written department policy and guidelines (Interview and Interrogation) for use in the Keene Police Department's accreditation process.

***October '84 – October '87 United States Army***

***Hanau, Germany***

Responsible for the duties of a United States Military Police officer to include, but not limited to, the enforcement of laws of the Uniformed Code of Justice. Promoted to Corporal and assigned as a squad leader. I was responsible for the conduct and duties of the twelve members in this squad to include review and submission of all related paperwork.

Assigned as the liaison with the local German community to ensure and establish a cooperative and productive relationship.

## **EDUCATION**

***September '82 – May '83 University of New Hampshire***

***Durham, NH***

***September '83 – May '84 Keene State College***

***Keene, NH***

## **TRAINING**

***NH Police Standards and Training Council; Recruit Academy***  
***NHPSTC Child Abuse Investigations***  
***Federal Bureau of Investigation; Collection and Preservation of Physical Evidence***  
***Institute of Police Technology; Critical Report Writing***  
***University of Delaware; Interview and Investigation of Adult Female Sex Assault Victims***  
***University of Delaware; Interview of Child Exploitation and Sexual Assault Victims***  
***Drug Enforcement Agency; Illicit Drug Investigations***  
***Department of Justice; Drug Investigations***  
***American Society on the Abuse of Children; Phenomenon of Repressed Memory***  
***NHPTSC; Interview and Interrogations***  
***Juvenile Conference Committee; Juvenile Law Related Education***  
***International Association of Chiefs of Police; Advanced Concepts in Criminal Investigations***  
***New Hampshire Bar Association; Juvenile Law Related Education and Techniques***  
***State of NH Department of Health and Human Services; Surviving Sexual Assault Victimization***  
***Office of Juvenile Justice; Child Abuse and Exploitation Investigative Techniques***  
***Governor's Commission on Domestic Violence; Domestic Violence Investigation***  
***McIntosh College; Psychological Profiling of Child Predators***

New England Institute of Law Enforcement; Interviewing through Behavioral Analysis  
NH Office of Attorney General; Hospital Protocol for Sexual Assault Investigators  
Academy of Scientific Investigative Training; Polygraph Operator  
Academy of Scientific Investigative Training; The Art of Lie Detection  
Academy of Scientific Investigative Training; Sexual Offender Polygraph Examination  
IPTM; Statement Analysis  
NHPSTC Advanced Statement Analysis  
Maine Polygraph Association; Use of Polygraph in Child Sexual Assault Investigations  
Connecticut Polygraph Association; Interview Techniques  
State of NH Attorney General's Office; Protocol in Adult Sexual Assault Investigations  
Maine Polygraph Association; Use of Polygraph For Justice and Public Safety  
Academy of Scientific Investigative Training; Forensic Interview Certification

### COMMUNITY INVOLVEMENT

Founding Board Member of DAFFYS Teen Center; Keene, NH  
Law Related Education Instructor Volunteer  
Keene High School Project Graduation volunteer  
Fall Mountain Regional High School Project Graduation volunteer  
Keene Community Kitchen volunteer  
Bellows Falls Community Kitchen volunteer  
Walpole Youth athletic coach and official  
Fall Mountain Parent Teacher Group member  
Fall Mountain Regional High School Varsity Basketball coach  
Impact Monadnock Steering Committee member  
Impact Monadnock Implementation Committee and Development Team

### PERSONAL INTERESTS

My personal interests include volunteering, the outdoors, hiking, kayaking, physical fitness, reading, travel, as well as my two daughters Rebekah and Abigail.

MELISSA ORIANI

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Experienced social worker interested in advancing my career while continuing to assist victims of crime.

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### EXPERIENCE

**Child Advocacy Center of Hillsborough County | Manchester, NH**  
**Family Support Services Coordinator (April 2023-present)**

August 2016 – Present

- Develop and coordinate training for new Family Support Specialists within the Granite State Children's Alliance's.
- Coordinate training for Family Support Specialists
- Expand Family Support Services for victims and families served at CACs within the GSCA and statewide.
- Continue to perform duties as Family Support Specialist.

#### *Family Support Specialist*

- Provide child victims of abuse, and their families, with support before, during, and after the Forensic Interview process.
- Provide support to children and caregivers during times of crisis.
- Make referrals to and connect families with community resources.
- Collaborate with the Multi-Disciplinary Team (MDT) for scheduling of interviews.
- Collaborate with the MDT for follow-up after interviews.
- Liaison between families and the MDT.
- Connect with community agencies.
- Advocate for families and encourage them to feel empowered to advocate for themselves.
- Assist in training community members about the signs of child abuse and neglect and mandating reporting.

**Division for Children, Youth and Families | Manchester, NH**  
**Child Protective Service Worker**

April 2012 – August 2016

- Establish and develop relationships with children and families to assess safety of the child.
- Conduct interviews of the victims and perpetrator within time frames.
- Evaluate the risk if the child remain in the home and recommend course of action.
- Manage workload with many families at different levels of need.
- Respond to urgent calls.
- Collaboratively work with community agencies.
- Place child(ren) outside of their home when found it is not safe for them to remain in their home.
- Coordinate and encourage communication between foster parents, relative caregivers and birth parents.
- Cover the office and assign new assessments.
- Participate in committee to improve the assessment process.
- Mentor new employees.

**City of Manchester | Manchester, NH**  
**Recreation Specialist II**

September 2009 – April 2012

- Supervise youth who would come to the youth center after school.
  - Assist the youth in working with computers, completing homework, and participating in activities.
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## **EDUCATION, SKILLS & CERTIFICATIONS**

**Bachelor of Social Work**      **May 2011**

*University of New Hampshire*

Graduated with honors

Member of the Social Work Honors Society

Teaching Assistant

Interned with the Division for Children, Youth & Families

**Solution Based Casework Certification**      **2014**

**Forensic Interviewing Certification**      **August 2019**

**Victim Advocacy Trainings**      **August 2016-Present**

**Mentor at New Hampshire Victim Assistance Academy**

**May 2022**

**Motivational Interviewing Training**      **December 2022**

## **Gretchen R. Ricks, M.A.**

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### **Education**

M.A. in School Counseling – December 2003  
Trinity University

Washington, DC

B.A. in Broadcast Journalism – May 1998  
University of Maryland

College Park, MD

### **Work Experience**

August 2020 - present  
**Granite State Children's Alliance**  
Hillsborough County South Child Advocacy Center  
Nashua, NH

#### **Program Coordinator/Family Support Specialist**

- Oversees the coordination and administration of the daily operations of the Nashua CAC, to include forensic interviewing, family advocacy and case management services.
- Provides on-site support services to the children and families that visit the CAC. Services include mental health and specialized medical referrals, referrals to local crisis centers, and continued follow-up support post forensic interview.
- Assists CAC multidisciplinary team members, to include members of law enforcement, child protection, county attorneys, and crisis center staff.
- Coordinates and monitors case progress.
- Maintains case files.
- Coordinates and facilitates CAC monthly case review where the MDT analyzes select cases, provides case updates and discusses best practices.
- Provides community education, outreach and prevention of child maltreatment.

February 2016 - July 2020  
**Bridges Domestic & Sexual Violence Support**  
Nashua, NH

#### **Child Advocate**

- Attended forensic interviews at the Child Advocacy Center (CAC) in Nashua and Derry as a member of the multidisciplinary team (MDT.)
- Provided the non-offending caregiver with emotional support, education surrounding child abuse, and community resources and referrals while their child was being interviewed.
- Managed all follow-up services for families that attended the CAC by assisting with tasks such as finding counseling, helping to file court paperwork including temporary restraining orders, advocating for children in school settings, and providing ongoing emotional support.
- Worked collaboratively with members of the MDT to provide families with case updates, and to advocate on their behalf with team members.
- Attended monthly case review meetings with members of the MDT to analyze select cases and discuss best practices.
- Facilitated 9 hours of the Bridges 36-hour volunteer training program three times per year.

- Developed and facilitated educational presentations pertaining to domestic violence and sexual assault for various audiences including the general public and local agencies.
- Facilitated 8-week support groups for children who have witnessed domestic violence in their homes.
- Participated in staff rotation of on-call hours for 24-hour support line, to include answering phone calls from victims of domestic violence, responding to the local hospitals and police departments to support victims of sexual assault and domestic violence, and provided after-hours support to residents of the confidential shelter.
- Provided direct service to walk-in clients at the Nashua office. Offered emotional support, community resources and referrals, court advocacy, and assistance with filing paperwork for local resources such as housing and legal aid.
- Stayed up-to-date on recent trends and resources surrounding child abuse and the impact that domestic violence has on families.
- Recognized by the Hillsborough County South CAC and Granite State Children's Alliance as a recipient of the Hands of Hope Everyday Hero Award (November 2017.)

December 2003 – June 2006

**Washington-Lee High School**  
Arlington, VA

*School Counselor*

- Promoted the intellectual, emotional, and social growth of all students.
- Assisted students in building a foundation to develop self-respect, awareness of others, and positive attitudes toward acquiring knowledge.
- Developed and implemented programs pertaining to the college search process, academic advising, study skills, and other counseling related topics, to both students and parents.
- Utilized group and responsive counseling strategies to assist students in knowing their own learning pattern, and to develop and plan their personal educational experience.
- Guided students through the college application and financial aid search process.
- Wrote more than 75 letters of recommendation each year for senior students applying to college and other post high school endeavors.
- Assisted students in developing decision-making skills and provided related experiences to help them attain understanding of their abilities, interests and values.
- Established relationships with colleagues, students, parents, and the community which reflect recognition of and respect for every individual.

September 2003 – December 2003

**Washington-Lee High School & Long Branch Elementary School**  
Arlington, VA

*Counseling Intern*

June 1988 - August 2003

Trinity University  
Washington, DC

*Director of Undergraduate Admissions (6/02 - 8/03), Co-Director of Undergraduate Admissions (7/00 - 5/02), Associate Director of Undergraduate Admissions (11/89 - 7/00), Undergraduate Admissions Counselor (6/88 - 11/89)*

- Supervised a staff of eight, reported to and worked directly with the Vice President for Marketing and Admissions; developed year long marketing and recruiting plans for the College of Arts & Sciences Admissions team; set goals for individual admissions counselors, and supervised the attainment of their goals.
- Exceeded the strategic and budgetary goals by 12% for the Fall 2002 semester, resulting in the largest class of new students in over 20 years.
- Posted a 40% increase in new student enrollment from the Fall 2001 to the Fall 2002 semester.
- Managed all recruitment activities, inquiries, and applications for new transfer students.
- Organized and facilitated campus visit days, presented workshops to prospective students and parents pertaining to college admissions and financial aid.
- Served as liaison to the Student Financial Services Office and Athletics Department.
- Made the final admission decision for all College of Arts & Sciences applications.
- Recruited students from a specific geographic region to enroll at Trinity, regularly reviewed applications for admission and merit-based scholarships, and traveled extensively to recruit students.

MEGHAN E. NOYES



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**PERSONAL ATTRIBUTES/CAPABILITIES**

Strong communication skills-Honest-Dependable  
Enthusiastic-Dedicated-Accountable-Patient  
Empathetic-Flexible-Ability to Multi-task

**EDUCATION**

MS in Psychology, Southern NH University, September 2023

4.0 GPA on 4.0 basis

Bachelor of Arts Degree in Criminal Justice, Plymouth State University, May 2006

3.7 GPA on 4.0 basis

Associates Degree in Criminal Justice, McIntosh College, Dover NH, May 2004

3.87 GPA on 4.0 basis

Certified Part-time NH Police Officer, December 2008.

Nationally Trained Forensic Interviewer, January 2007.

Conducted over 2550 interviews of reported abuse victims as of 12/01/2023

**AWARDS**

- 40 Under Forty presented by the Union Leader Recipient. 2022
- City of Laconia, Debra Bieniarz Outstanding Service to Youth Award. 2010
- Academic Award. 254<sup>th</sup> NH Part-time Police Academy. December 2008
- Excellence in Criminal Justice Award, McIntosh College. May 2004

**CIVIC AFFILIATIONS**

Family Violence and Prevention Council, Belknap County. 2010-2017

Alpha Phi Sigma-Vice President Honor Society. 2005-2006

Big Brothers and Big Sisters. 2000-2002

### **RELATED EXPERIENCE**

**Director of CAC Services, Granite State Children's Alliance January 2007-Present  
Laconia, NH**

- Daily procedures include supporting and supervising direct service staff, providing training to Multi-Disciplinary Team members in the areas of child abuse/forensic interviewing, maintaining and monitoring NCA National Accreditation standards, conducting forensic interviews, and training and prevention outreach within the community.

**Patrol Officer, Gilford Police Department January 2023-Present**

- Daily procedures include responding to emergency and non-emergency calls for service, traffic enforcement, and representation in community events.

**Special Deputy, Belknap County Sheriff's Department June 2016-January 2023**

- Daily procedures included transportation of inmates to court hearings, transportation of IEA individuals to psychiatric facilities, responding to emergency and non-emergency calls, execution of warrants and extraditions throughout the Northeast/Country and participating in on-going law enforcement trainings.

**Patrol Officer, Part-time, Plymouth State University Police August 2008-October 2017**

- Daily procedures included responding to emergency and non-emergency calls, issuing parking violations, participating in University Police trainings and participating in University events/trainings.

**Community Service Officer, Laconia Police Department May 2006-January 2007  
Laconia, NH**

- Daily procedures include responding to non-emergency calls, issuing parking violations, and attending community events.

**REFERENCES- Available upon request**

# Nicole C. Ledoux, MCJ

## SUMMARY

A proven leader, innovative thinker, collaborative problem solver with excellent written and verbal communications skills. Engaging presenter and experienced educator with successful leadership experience in the criminal justice and victim services field.

## EDUCATION

Master of Science Criminal Justice April/2022  
Southern New Hampshire University, GPA 4.0

Bachelor of Science Criminal Justice June/1994  
University of Massachusetts Lowell

## KEY SKILLS

- Communication
- Problem Solving
- Collaboration
- Proven Leader
- Crisis Management
- Innovative thinker

## PROFESSIONAL EXPERIENCE

Chief Program Officer 9/2018-

Present

Granite State Children's Alliance

- Ensure quality victim service delivery that meets National Children's Alliance Standards for Child Advocacy centers
- Assess and develop solutions for gaps in services for children and families
- Assess and develop solutions for gaps in medical and mental health service referrals
- Ensure quality data collection and analysis to understand service needs
- Develop innovative and collaborative programs to meet the needs of children and families
- Supervision of direct service management and staff

Instructor/Curriculum Development 4/2018-Present

Granite State Police Career Counseling

- Develop curriculum and instruct law enforcement in-service trainings related to juvenile delinquency, child abuse and sexual assault

Adjunct Faculty-Criminal Justice Program 8/2022- Present

New Hampshire Institute of Technology

- Develop curriculum and instruct students in various topics related to the criminal justice field.

Adjunct Faculty-Justice Studies Program 2/2023-Present

Southern New Hampshire University

- Develop curriculum and instruct students in various topics related to the criminal justice field.

Detective Lieutenant 7/2015-9/2018

Manchester NH Police Department

- Supervise Detective Sergeants, detective, and civilian personnel
- Oversee investigations of child homicides, sexual assaults, assaults human trafficking, child abuse and other special victims' crimes
- Collaborate with child protection, prosecution, and victim services agencies
- Develop collaborative law enforcement programs to meet the needs of children exposed to trauma

**Detective Sergeant****9/2012-7/2015****Manchester NH Police Department**

- First Line supervision of the detectives assigned to the Juvenile Investigative Unit.
- Supervise the Child Abuse and Sexual Exploitation Unit detectives, MPD Internet Crimes against Children Task Force detectives, juvenile delinquency detectives and school resource officers.
- Represent the MPD on the multi-disciplinary team involved in the investigation of physical abuse, sexual abuse, and neglect of children.

**Patrolman/Detective****3/1996-9/2012****Manchester NH Police Department**

- Patrol Officer/K-9 Handler
- Community Police Officer
- School Resource Officer
- Detective-Child Abuse and Sexual Exploitation Unit (CHASE)-responsible to work as part of a multi-disciplinary team in the investigations of child homicides, child physical abuse, sexual abuse, and neglect investigations.

**BOARDS AND AFFILIATIONS**

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- Manchester Police Department Critical Incident Management Team-2012-2020
  - Executive Board Granite State Children's Alliance-2013-2018
  - Advisory Board Elliot Hospital Pediatrics-2014-2017
  - Attorney General's Task Force on Child Abuse and Neglect-2015-Present
  - Executive Board Manchester Police Athletic League-2017-2022
  - New Hampshire Human Trafficking Task Force-2015-Present
  - Curriculum Committee/Instructor New Hampshire Special Victims Advocate Academy 2018-Present
  - Curriculum Committee/Instructor NH Attorney General's Annual Partner for a Future Without Violence Conference-2015-Present

**PROFESSIONAL DEVELOPMENT**

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- |   |      |
|---|------|
| • Full-Time Police Officer Certification -New Hampshire Police Standards and Training | 1996 |
| • Field Training Officer Certification -New Hampshire Police Standards and Training   | 2008 |
| • Motion Drafting & Legal Research- New Hampshire Police Standards and Training       | 2009 |
| • Human Trafficking- New Hampshire Police Standards and Training                      | 2010 |
| • Investigative Fundamentals-Manchester Police Department                             | 2010 |
| • Sexual Assault Investigations for Law Enforcement-NH Attorney General's Office      | 2010 |
| • Juvenile Sex Offender-RTT Associates  | 2010 |
| • Advanced Forensic Interview Training-NH Network of Child Advocacy Centers           | 2010 |
| • Child Abuse Investigations-Office of Juvenile Justice and Delinquency Prevention    | 2011 |
| • Online Investigations- National Consortium for Justice Information and Studies      | 2011 |
| • Individual Crisis Intervention and Peer Support- ICISF & UMBC                       | 2013 |
| • Group Crisis Intervention-ICISF & UMBC  | 2013 |
| • Exploring the Sex Offender and Physical Abuser-Scott A. Johnson, MA, LP             | 2015 |
| • Law Enforcement Leadership Academy-Velocity Performance                             | 2016 |
| • Women's Leadership Institute-International Chiefs of Police Association             | 2016 |
| • Vicarious Trauma Toolkit-Train the Trainer-Northeast Region CAC                     | 2019 |
| • Youth with Problematic Sexual Behaviors- National Children's Alliance               | 2019 |
| • Certified Forensic Interviewer Training-National Children's Alliance                | 2019 |
| • Reducing Vicarious Trauma at Child Advocacy Centers-National Children's Alliance    | 2019 |

- **Supporting Caregivers and Working Effectively with Teams-CAC Summit** 2022
- **Following the Evidence in Child Sex Trafficking Cases-Julie Kenniston, MSW, LISW** 2022
- **Partnering for a Future Without Violence Conference- NH AG's Office** 2013-2022
- **Advance Forensic Interviewing-Zero Abuse Project** 2023
- **Understanding Intimate Partner Violence and Child Abuse-Northeast Region CAC** 2023
- **Working with Difficult Caregivers-Andrew Wolf, LMFT** 2023
- **Stress Management and Resiliency-Eileen McKone** 2023
- **Working with Caregivers: YPSB-Abby Lalone, MS, LCMHC, LMHC** 2023
- **Strategies for Supporting Caregivers-Jessica Wozniak, Psy.D & Jessica Griffin, Psy.D** 2023

## Contact

Phone

Email

Address

## Education

2001  
M.S., Elementary Special Education  
University of Southern Maine  
Gorham, ME

1999  
B.A., Self-Designed Linguistics  
University of Southern Maine  
Gorham, ME

## Community Involvement

Pet Tails Rescue  
(Volunteer & Facility Manager)  
July 2022 - Present

Great North Woods Rotary  
(Member)  
May 2022 - May 2023

CASA NH Volunteer  
February 2021 - Present

Northwood School Board  
May 2019 - July 2021

## Language

English

# Stephanie Arroyo

## KNOW & TELL Education & Advancement Director

Dedicated professional with extensive experience in statewide policies, special education, administration, and training expertise. Demonstrated talent for managing multiple tasks and contracts in fast-paced environments. Solid track record of event planning, training educators, youth serving organizations, community members, state officials, and other professionals. Widespread experience in designing training programs, manuals, and materials. Effective communicator with sharpened skills in both verbal and written formats (e.g., Microsoft Office and social media). Works well independently, as well as within a team environment.

### Core Competencies

- Training & Development
- Assessment Programs
- Special Needs Education
- Content Creation
- Communication
- Diversity Specialist
- Microsoft Office Suite
- Policy & Process Development
- Regulatory Compliance
- Canva, ZOOM, WebEx, Camtasia
- Leadership
- Curriculum Design

## Experience

### 2018 - Present

Granite State Children's Alliance | [REDACTED]

**KNOW & TELL® Education & Advancement Director (August 2020-Present)**  
**Education Coordinator & Training Specialist (January 2018-August 2020)**

In my current role as the KNOW & TELL® Education & Advancement Director for GSCA, I am responsible for organizing, implementing, and advancing all KNOW & TELL® programming. KNOW & TELL®, is New Hampshire's statewide initiative to educate and empower adults to KNOW the signs of child abuse and TELL responsible authorities when they recognize them. Training workshops are targeted toward school districts, youth serving organizations, healthcare providers, peer-to-peer ambassadors, multidisciplinary teams (MDT), and other statewide advancement and expansion opportunities, etc. In addition to educating adults on their responsibility as a mandated reporter and the signs of abuse and neglect, I also focus on how to respond to disclosures of abuse, and the Child Advocacy Center (CAC) and MDT model response to child abuse.

### DUTIES AND RESPONSIBILITIES

- Develop, coordinate, and implement KNOW & TELL® workshops for school districts, youth serving organizations, healthcare providers, peer-to-peer ambassadors, MDT, and other statewide advancement and expansion opportunities, and others as determined
- Evaluate all aspects of the KNOW & TELL® program.
- Coordinate with the Division for Children, Youth and Families (DCYF), CAC staff in the ongoing identification of new KNOW & TELL® workshop training opportunities to reach adults and allied professionals in the community.
- Coordinate with DCYF and CAC staff members to ensure community training and education needs are met.
- Develop and assist the Administrative Operations in the documentation, billing, and any grant needs for KNOW & TELL® programs.
- Develop statewide partnership(s) for KNOW & TELL® Advancement to include (but not limited to) Memorandum of Agreement(s) between GSCA and stakeholder regarding formalized pilot program, product development, reporting needs, etc.
- Monitor and inform Director of progress toward annual goals.
- Submit quarterly and annual reports to the Director and appropriate funding sources.
- Maintain a positive, professional communication with individual allied professionals as appropriate regarding our KNOW & TELL® workshops
- Establish and nurture relationships with allied professionals and community organizations, serving the community.
- Pursues professional development opportunities as needed.
- Develop and maintain KNOW & TELL® online social media presence
- Other duties as assigned by the Director.

# Stephanie Arroyo

## Experience (Continued)

July 2005 - December 2017

Measured Progress | [REDACTED]

### Senior Special Education Specialist

Lead assessment programs for students with significant cognitive disabilities. Consult with Measured Progress program managers and state education departments in alternate assessment program designs, objectives, development, accommodations, assistive technology, planning, and implementation. Development and facilitator of administration manuals, task calendars, professional development materials, team trainings, overall item/content writing, and supervision of desktop publishing (InDesign) processes with multiple file delivery formats. Oversee all aspects of scoring including training scoring staff. Collaborate with internal and external groups to design master schedules and budgets.

#### DUTIES AND RESPONSIBILITIES

- Spearheaded statewide alternate assessment programs adopted in Maine, Missouri, Mississippi, Florida, and New Hampshire.
- Maintain compliance and fulfillment of Every Student Succeeds Act (ESSA), Individuals with Disabilities Education Act (IDEA), and No Child Left Behind (NCLB).
- Train education professionals on implementation of alternate assessments and related professional development topics in-state, as well as, with WebEx and Camtasia.
- Provide special education development expertise to Measure Progress, content specialist, and state agencies.
- Support Measured Progress project managers and state clients in coordination of web-based programs including ProFile, Assessment View System (AVS), and MSAA Online Assessment System.
- Implemented online webinar trainings that cut travel and accommodation costs associated with in-person trainings for clients.
- Identified opportunities to improve efficiency by streamlining schedules, eliminating overlapping roles, and cutting duplicate processes.

June 2003 - June 2005

Wells-Ogunquit Community School District | [REDACTED]

### Elementary Special Education Teacher

Instructed upper-level composite students in 2nd, 3rd, and 4th grade. Customized developmentally appropriate individual and group curriculum. Educated and collaborated with parents/guardians on best practices for students. Contributed and lead regular team meetings.

#### DUTIES AND RESPONSIBILITIES

- Developed and implemented Individualized Education Plans (IEP).
- Directed and trained 6 classroom professionals.
- Attended quarterly state-run Personalized Alternate Assessment Portfolio (PAAP) trainings.
- Ensured compliance with PAAP standards through strategic curriculum, education, assistive technology, and staff training.

January 2001 - June 2003

The School at Sweetser | [REDACTED]

### Special Education Teacher

Taught 13-17-year-old, at-risk females with behavioral and emotional disabilities. Operated in a staff-intensive, self-contained, residential education program. Designed developmentally appropriate curriculum tailored to both individuals and small groups in a multi-aged classroom.

#### DUTIES AND RESPONSIBILITIES

- Constructed Individualized Education Plans (IEP) according to specific guidelines.
- Trained and supervised educational technicians and youth/family counselors.
- Collaborated with public school professionals to design student transition plans.
- Provided residential support for students, families, and staff supervision.

*Additional experience as Education Technician III at The School at Sweetser and The Spurwink School.*

## Contact

Phone

Email

Address

## References

Chief Executive Officer, GSCA  
Joy Barrett

Phone  
Email

Director of Outreach & Education,  
GSCA  
Megan Oliviero

Phone  
Email

Vietnam Service Quality Award Recipient  
GSCA

Nicole Ledoux, M.C.J.

Phone  
Email

Constituent Relations NH Division  
Division for Children, Youth & Families

Melissa Vermette

Phone  
Email

Program Manager, CASA NH  
Nancy Isikoff

Phone  
Email

Owner, CEO, Pet Tails Rescue  
Maureen Cahill

Phone  
Email

**Joy Barrett**

**COMMUNITY/CIVIC ACTIVITY**

**NH State Youth Council**

- Appointed member 2012 - present

**Nashua Education Foundation**

- Board of Directors 2010 - present

**Hunt Memorial Building**

- Board Chair 2012 - present
- Board Trustee 2006 - present

**CBM Cares**

- Board of Directors 2010 - present

**Big Brothers Big Sisters**

- Big Sister 2009 - present

**Great American Downtown,  
Nashua**

- Board of Directors - President  
2005 - 2006
- Founding Member 2003

**Greater Nashua Asset Building  
Coalition - 2004-2006**

**NH EITG Alliance, Concord NH**

- Coalition Member 2005 - 2006

**Nashua North Cal Ripken**

- Baseball Coach 2003 - 2006

**City Arts Nashua**

- Organization Committee 2005

**Destination Downtown, Nashua**

- Winter Holiday Stroll Chairperson  
2001-2003
- Fundraising Committee

**AWARDS/HONORS**

- Finalist - A Pitch for Innovation 2013  
New Hampshire Charitable  
Foundation
- Twenty Five Extraordinary Women in  
Greater Nashua - 2013
- Twenty Outstanding Women in  
New Hampshire - 2013
- Great American Downtown  
Downtown Champion Award - 2006
- Greater Nashua Chamber of  
Commerce Eminence Award  
Volunteer of the Year - 2003

**PROFESSIONAL EXPERIENCE**

**Granite State Children's Alliance**

July 2014 to present

Nashua, New Hampshire

Executive Director

Provides leadership, direction and oversight to the planning, development, and management of the Granite State Children's Alliance (GSCA), which operates four Child Advocacy Centers in Hillsborough, Belknap and Cheshire counties. Additionally this position supports the needs of all member Children's Advocacy Centers throughout New Hampshire as Chapter Director. Responsibilities include:

- **Business Planning and Management:** Develops and drives the organization's strategic plan with GSCA Board of Directors and agency staff; manages daily program operations of five CAC locations; provides human resource support for the organization to attract, develop, and leverage staff talent; creates an environment where staff is engaged and performing at high levels.
- **Financial Management:** Develops operational plans and budgets to maximize the financial strength of the GSCA organization while maintaining the integrity of providing exceptional quality service to all constituencies including MDT partners.
- **Resource Development:** Pro-actively develops strong long term relationships with large scale individual, foundation and corporate donors/funders for increased charitable giving to the GSCA organization; maintains donor relationships and engages new prospects to ensure agency fund development strategies are achieved; assists in the coordinates signature fundraising events and campaigns to attract and introduce individual donors to the GSCA organization and mission; prepares and submits grant proposals to foundations, civic groups, United Way organizations, municipalities and state/federal government agencies.
- **Board Development:** Participates in cultivating a strong statewide Board of Directors motivated to lead and contribute to the fund development success of the organization; engages board members in outreach of new donors and in the stewardship of existing investors; plans and organizes agency board meetings in partnership with Board Chair.
- **Advocacy:** Provides leadership for statewide advocacy representing the interests of all Child Advocacy Centers in NH; coordinates and oversees all public policy activities, promotes CACs to legislators to acquire and sustain state funding; network and collaborate with statewide and national organizations for the advancement of the CAC mission in NH.
- **Ambassador and Spokesperson:** Represents GSCA at external partnership events and with the media; positively influences partners, the media, and public policies to generate donors, volunteers, and other supporters and resources into the GSCA organization to best serve children and families.

Joy Barrett

**Big Brothers Big Sisters of Greater Nashua & Greater Salem**  
January 2007 to June 2014  
Nashua, New Hampshire  
*Chief Executive Officer*

Provided leadership in the development and achievement of Big Brothers Big Sisters' strategic goals for the fulfillment of the mission to help children facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever. Responsibilities included:

- **Strategic Planning:** Developed the organization's strategic plan with BBBS Board of Directors and agency staff; managed daily program operations using performance metrics and quality indicators to guide operational decision-making.
- **Financial Management:** Developed operational plans and budgets; provided oversight for BBBS invested assets including an endowment account and worked with financial advisors and accountants to ensure transparency and sound financial practices are in place.
- **Resource Development:** Cultivated strong relationships with large scale individual, foundation and corporate donors/funders; maintained donor relationships and engaged new prospects to ensure agency fund development strategies were achieved.
- **Program Impact:** Ensured that comprehensive marketing strategies were developed to attract, engage, and mobilize significant numbers of volunteer mentors into the BBBS organization; ensured programmatic excellence and maximum program impact was achieved by establishing operational benchmarks, setting timelines, and making child safety the number one priority.

**Southern New Hampshire Services, Inc.,** April 2004 to December 2007  
**Economic Opportunity Center**  
Nashua, New Hampshire  
*Program Coordinator*

Provided development, coordination, and collaboration for the various programs of the Economic Opportunity Center (EOC). The EOC was developed to assist Nashua area residents with greater economic opportunities thereby helping them to achieve self sufficiency, financial independence, and an enhanced quality of life.

#### **EDUCATION & CERTIFICATIONS**

- **Northeastern University, 1984-1987**  
Business Administration Degree Program
- **Martini College, 1987-1989**  
Bachelor of Science/Business Administration  
Major: Marketing
- **Boston University**  
Adjunct Faculty Member
- **State of New Hampshire, Approved WIA (Workforce Investment Act) training provider, July 2003**

#### **COMPUTER APPLICATION EXPERIENCE**

- Advanced levels of Microsoft Word, Excel, PowerPoint, Publisher, Access, and Outlook.

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 603 Legal Aid		1.4. Grantee Address 93 N State Street, Concord, NH 03301	
1.5. Grantee Phone # (603) 584-4141	1.6. Account Number 02-20-20-201510- 5021-072-500575	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$270,000
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 Ariel Clemmer, 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) 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: 5/1/2024			
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").



*ARC*

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-**

603 Legal Aid 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](http://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.

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.

### 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").

## EXHIBIT A

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

**EXHIBIT A**

<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

## EXHIBIT A

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](http://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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## 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

### 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 to improve access of legal services for victims of crime and direct victim services provided by the subrecipient including but not limited to expenses for personnel, benefits, travel, supplies and other.
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 15<sup>th</sup> 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 \$270,000 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**

**-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-**

I, Ariel Clemmer [responsible official], certify that

603 Legal Aid [Subrecipient] has completed the EEO reporting tool certification within the last two years at:

[https://ojp.gov/about/ocr/faq\\_eeop.htm](https://ojp.gov/about/ocr/faq_eeop.htm) on

4/18/24 [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 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.

**EEOP Training Requirements for Subrecipients**

Ariel Clemmer [official that completed training] has completed

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

3/29/24 [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;

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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—

**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.

Anel Clemaere  
Name of Authorized Signor  
Anel Clemaere  
Signature

Executive Director  
Title of Authorized Signor  
4/17/24  
Date

**EXHIBIT E**

**-NON-SUPLANTING 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**

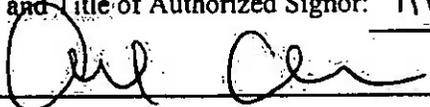
A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is 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.

---

603 Legal Aid (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.

603 Legal Aid (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: Aniel Clemmer, 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**

## 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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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 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

Amel Clemmer  
Name of Authorized Signor  
Amel Clemmer  
Signature

Executive Director  
Title of Authorized Signor  
4/17/24  
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: **XNKDQ5AC4HW6**
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 50 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                      X YES

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

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

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

NO                      X YES      FORM 990

**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: \_\_\_\_\_

APU

4/17/24

# 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 603 LEGAL AID is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 01, 1995. 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: 239384

Certificate Number: 0006671610



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th 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

I, Melinda S. Gehris, hereby certify that I am duly elected Chair of 603 Legal Aid. I hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on November 16, 2023, at which a quorum of Directors participated.

**Voted:** that Ariel Clemmer, Executive Director, effective November 20, 2023, shall be duly authorized to enter into contracts or agreements on behalf of 603 Legal Aid with the State of New Hampshire and any of its agencies or departments and further is and has been authorized to execute any documents which may in 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 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 listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of the named individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: 4/15/24

Attest: Melinda S. Gehris

Melinda S. Gehris, Board Chair



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

DEPARTMENT OF THE TREASURY

Date: **MAY 01 2000**

LEGAL ADVICE & REFERRAL CENTER INC  
C/O STEVEN V CAMERINO  
33 N MAIN ST  
CONCORD, NH 03301-4930

Employer Identification Number:  
02-0484379  
DLN:  
17053085782010  
Contact Person:  
MARK G PEARCE ID# 31181  
Contact Telephone Number:  
(877) 829-5500  
Our Letter Dated:  
January 1996  
Addendum Applies:  
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

LEGAL ADVICE & REFERRAL CENTER INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller  
Director, Exempt Organizations

# *Financial Statements*

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**603 LEGAL AID**

**LSC GRANT RECIPIENT #130010**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021  
AND  
INDEPENDENT AUDITORS' REPORT AND  
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

**603 LEGAL AID**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

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**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
603 Legal Aid

**Report on the Audit of the Financial Statements**

**Opinion**

We have audited the accompanying financial statements of 603 Legal Aid (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended and the related notes to the financial statements for the year then ended.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 603 Legal Aid as of December 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The financial statements of 603 Legal Aid as of December 31, 2021 were audited by other auditors whose report dated June 30, 2022, expresses an unmodified opinion on these financial statements.

**Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the 603 Legal Aid and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

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

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 603 Legal Aid's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

#### **Auditors' Responsibilities for the Audit of the Financial Statements**

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 603 Legal Aid'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 603 Legal Aid's ability to continue as a going concern for a reasonable period of time.

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

### **Report on Summarized Comparative Information**

The financial statements of 603 Legal Aid as of December 31, 2021 were audited by other auditors whose report dated June 30, 2022, expressed an unmodified opinion on those statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The additional schedules on pages 19 and 20 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 (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated July 27, 2023, on our consideration of 603 Legal Aid'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 603 Legal Aid'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 603 Legal Aid's internal control over financial reporting and compliance.

*Leone McDowell & Roberts  
Professional Association*

Dover, New Hampshire  
July 27, 2023

**603 LEGAL AID****STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2022 AND 2021**

	<b>ASSETS</b>	
	<b>2022</b>	<b>2021</b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 382,001	\$ 440,541
Contribution receivable	12,057	
Grants receivable	408,942	302,949
Prepaid expenses	23,901	17,700
Total current assets	<u>826,901</u>	<u>761,190</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>6,328</u>	<u>8,481</u>
<b>OTHER ASSETS</b>		
Right of use asset	186,861	275,568
Security deposits	8,833	9,233
Total other assets	<u>195,694</u>	<u>284,801</u>
Total assets	<u>\$ 1,028,923</u>	<u>\$ 1,054,472</u>
	<b>LIABILITIES AND NET ASSETS</b>	
<b>CURRENT LIABILITIES</b>		
Lease liability, current portion	\$ 96,323	\$ 88,602
Accounts payable	11,526	37,504
Accrued expenses	69,041	1,633
Advances from grantors	75,000	6,000
Total current liabilities	251,890	133,739
<b>LONG TERM LIABILITIES</b>		
Lease liability, net of current portion	<u>90,664</u>	<u>186,966</u>
Total liabilities	<u>342,554</u>	<u>320,705</u>
<b>NET ASSETS</b>		
Without donor restrictions	<u>341,371</u>	<u>358,181</u>
With donor restrictions		
Legal Services Corporation, Property	6,925	8,481
Non-Legal Services Corporation	338,073	367,105
Total with donor restrictions	<u>344,998</u>	<u>375,586</u>
Total net assets	<u>686,369</u>	<u>733,767</u>
Total liabilities and net assets	<u>\$ 1,028,923</u>	<u>\$ 1,054,472</u>

See Notes to Financial Statements

**601 LEGAL AID**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE TOTALS FOR DECEMBER 31, 2021**

	Without Donor Restrictions	With Donor Restrictions		Total With Donor Restrictions	2022 Total	2021 Summarized Total
		LSC	Non-LSC			
<b>REVENUES AND OTHER SUPPORT</b>						
LSC Basic Field grant	\$ -	\$ 980,663	\$ -	\$ 980,663	\$ 980,663	\$ 910,221
ICLTA grant	210,000	-	-	-	210,000	241,375
Other grants	-	22,050	540,183	562,233	562,233	368,735
Interest income	3	642	-	642	645	182
In-kind revenue	338,041	-	-	-	338,041	112,080
Contributions	153,061	-	-	-	153,061	155,149
Net assets released from restrictions	1,574,128	(1,004,911)	(569,215)	(1,574,128)	-	-
<b>Total revenues and other support</b>	<b>2,275,231</b>	<b>(1,556)</b>	<b>(29,032)</b>	<b>(30,568)</b>	<b>2,244,643</b>	<b>1,787,722</b>
<b>OPERATING EXPENSES</b>						
Program services	2,162,450	-	-	-	2,162,450	1,564,913
General and administrative	251,794	-	-	-	251,794	271,176
<b>Total operating expenses</b>	<b>2,414,244</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,414,244</b>	<b>1,836,089</b>
<b>Decrease in net assets from operations</b>	<b>(139,013)</b>	<b>(1,556)</b>	<b>(29,032)</b>	<b>(30,568)</b>	<b>(169,601)</b>	<b>(48,367)</b>
<b>NONOPERATING REVENUE (EXPENSES)</b>						
PPP loan forgiveness	-	-	-	-	-	156,683
Miscellaneous income	122,203	-	-	-	122,203	63,466
<b>Total nonoperating revenue (expenses)</b>	<b>122,203</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>122,203</b>	<b>220,151</b>
<b>NET INCREASE (DECREASE) IN NET ASSETS</b>	<b>(16,810)</b>	<b>(1,556)</b>	<b>(29,032)</b>	<b>(30,568)</b>	<b>(47,398)</b>	<b>171,764</b>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<b>358,181</b>	<b>8,481</b>	<b>367,105</b>	<b>375,566</b>	<b>733,767</b>	<b>561,983</b>
<b>NET ASSETS, END OF YEAR</b>	<b>\$ 341,371</b>	<b>\$ 6,925</b>	<b>\$ 338,073</b>	<b>\$ 344,998</b>	<b>\$ 686,369</b>	<b>\$ 733,767</b>

See Notes to Financial Statements

**603 LEGAL AID**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE TOTALS FOR DECEMBER 31, 2021**

	LBC Basic Field Grant	LBC Private Attorney Involvement	LSC COVID-19 Response Grant	LSC TIG Grant	NH Bar Foundation Library	NH Department of Justice IOLTA	NHLA Sub- Grant	VAWA	
<b>Personnel costs:</b>									
Salaries	\$ 603,263	\$ 77,170	\$ 4,014	\$ -	\$ 972	\$ 89,924	\$ 89,247	\$ 30,075	\$ 33,927
Payroll taxes	47,015	6,232	333	-	88	7,113	6,716	2,286	2,663
Employee benefits	84,145	9,751	442	-	131	14,559	10,904	4,884	4,464
<b>Total personnel expenses</b>	<b>734,423</b>	<b>93,153</b>	<b>4,789</b>	<b>-</b>	<b>1,191</b>	<b>111,596</b>	<b>106,867</b>	<b>37,245</b>	<b>41,054</b>
<b>Other expenses:</b>									
Space and occupancy	45,779	6,051	62	-	74	8,954	6,233	1,209	2,475
Office supplies and expenses	7,170	1,697	18	-	20	2,316	1,878	1,251	614
Communications	10,456	1,721	12	-	23	2,693	1,882	460	685
Library maintenance	4,296	303	3	-	1,723	323	271	-	87
Training and meetings	3,067	64	2,501	-	-	1,014	382	255	38
Insurance	2,970	349	5	-	2	582	613	79	168
Dues and fees	2,492	424	1	-	-	543	778	30	197
Travel	981	5	-	-	-	595	174	-	2
Contract services	57,176	6,315	24,351	-	2,313	20,504	6,324	3,655	3,272
Miscellaneous	1,509	288	2	-	4	426	318	87	159
Depreciation	2,153	-	-	-	-	-	-	-	-
In-Kind services	-	-	-	-	-	-	40,500	107,830	103,850
<b>Total other expenses</b>	<b>136,070</b>	<b>17,215</b>	<b>26,843</b>	<b>-</b>	<b>4,165</b>	<b>37,950</b>	<b>59,151</b>	<b>114,836</b>	<b>111,547</b>
<b>Total functional expenses 2022</b>	<b>\$ 872,493</b>	<b>\$ 110,368</b>	<b>\$ 31,732</b>	<b>\$ -</b>	<b>\$ 5,356</b>	<b>\$ 149,546</b>	<b>\$ 166,018</b>	<b>\$ 152,081</b>	<b>\$ 152,601</b>
<b>Total functional expenses 2021</b>	<b>\$ 504,563</b>	<b>\$ 127,410</b>	<b>\$ 27,829</b>	<b>\$ 35,243</b>	<b>\$ 12,786</b>	<b>\$ 123,138</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,021</b>

See Notes to Financial Statements

603 LEGAL AID

STATEMENT OF FUNCTIONAL EXPENSES CONTINUED  
FOR THE YEAR ENDED DECEMBER 31, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE TOTALS FOR DECEMBER 31, 2021

	VOCA	Bank of America Foreclosure Grant	Low-Income Tax Clinic	Other Legal Services and Call Center	HH Bar Foundation - Website Grant	Program Services	General and Administrative	Total	2021 Summarized Total
<b>Personnel costs:</b>									
Salaries	\$ 45,907	\$ 11,894	\$ 84,157	\$ 171,212	\$ -	\$ 1,241,762	\$ 133,744	\$ 1,375,506	\$ 1,157,816
Payroll taxes	3,822	1,011	8,479	13,383	-	87,141	8,491	105,632	90,149
Employee benefits	4,195	1,943	12,055	23,778	-	171,250	23,660	194,910	161,884
Total personnel expenses	53,925	14,848	102,691	208,371	-	1,510,153	165,895	1,676,048	1,409,849
<b>Other expenses:</b>									
Space and occupancy	1,238	681	6,078	4,795	-	83,619	18,464	103,283	65,051
Office supplies and expenses	359	217	1,718	3,010	-	20,270	-	20,270	53,778
Communications	287	267	1,557	1,993	-	21,438	3,011	24,449	30,077
Library maintenance	171	40	323	201	-	7,740	1,274	9,014	3,985
Training and meetings	77	8	1,488	850	-	9,760	3,823	13,383	6,940
Insurance	80	38	358	428	-	5,872	2,195	7,667	4,280
Dues and fees	37	10	508	207	-	5,227	2,217	7,444	10,605
Travel	-	1	95	1,007	-	2,880	148	3,008	1,344
Contract services	2,607	1,259	7,894	10,480	5,951	151,801	52,903	204,704	134,819
Miscellaneous	17	48	149	835	-	3,516	1,084	4,580	2,293
Depreciation	-	-	-	-	-	2,153	-	2,153	1,028
In-Kind services	-	-	85,881	-	-	338,041	-	338,041	112,060
Total other expenses	4,873	2,763	105,726	23,107	5,951	852,297	65,899	738,196	426,240
<b>Total functional expenses 2022</b>	<b>\$ 58,798</b>	<b>\$ 17,611</b>	<b>\$ 208,417</b>	<b>\$ 231,478</b>	<b>\$ 5,951</b>	<b>\$ 2,162,450</b>	<b>\$ 251,794</b>	<b>\$ 2,414,244</b>	
<b>Total functional expenses 2021</b>	<b>\$ 184,930</b>	<b>\$ 47,862</b>	<b>\$ 80,211</b>	<b>\$ 326,730</b>	<b>\$ -</b>	<b>\$ 1,564,813</b>	<b>\$ 271,176</b>	<b>\$ 1,836,069</b>	

See Notes to Financial Statements

**603 LEGAL AID****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (47,398)	\$ 171,784
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation	2,153	1,028
Interest payments on financing lease	126	
PPP loan forgiveness	-	(156,683)
(Increase) decrease in current assets:		
Contribution receivable	(12,057)	-
Grants receivable	(105,993)	(219,264)
Prepaid expenses	(6,201)	(11,758)
Security deposits	400	(4,833)
Increase (decrease) in current liabilities:		
Accounts payable	(25,978)	(14,204)
Accrued expenses	67,408	(8,885)
Advances from grantors	69,000	(54,633)
<b>NET CASH USED IN OPERATING ACTIVITIES</b>	<u>(58,540)</u>	<u>(297,448)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	<u>-</u>	<u>(8,254)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>-</u>	<u>(8,254)</u>
<b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	(58,540)	(305,702)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>440,541</u>	<u>746,243</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 382,001</u>	<u>\$ 440,541</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
In-kind donations received	<u>\$ 338,041</u>	<u>\$ 112,060</u>
In-kind Expenses	<u>\$ (338,041)</u>	<u>(112,060)</u>
PPP loan forgiveness	<u>\$ -</u>	<u>\$ 156,683</u>

See Notes to Financial Statements

## 603 LEGAL AID

### NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

#### **NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Nature of Organization**

603 Legal Aid, formally Legal Advice and Referral Center, (the Organization) was organized as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code. The Organization is a non-profit corporation organized for the purpose of providing civil legal assistance to persons financially unable to afford legal assistance in the State of New Hampshire.

The accounting policies of the Organization conform to accounting principles generally accepted in the United States of America as applicable to nonprofit organizations and the Accounting Guide for LSC Recipients, except as indicated hereafter. The following is a summary of significant accounting policies.

##### **Merger**

During May 2021, a merger agreement was executed between New Hampshire Pro Bono Referral System, a New Hampshire nonprofit corporation, and Legal Advice and Referral Center, the surviving nonprofit corporation. Consideration paid and received as a result of this merger was commensurate with the cash settlement value of outstanding receivables and payables of the New Hampshire Pro Bono Referral System as of the date of the merger, approximately \$23,331 and \$9,307 respectively. As a result, no gain or loss on the merger, or goodwill or other intangible asset, was recognized. Concurrent to the merger the name of the merged corporation was amended to "603 Legal Aid".

##### **Basis of Accounting**

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

##### **Basis of Presentation**

Financial statement presentation follows the recommendations of the Accounting Standards Codification (ASC) for financial statements of not-for-profit organizations. Under the ASC, the Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions:** Includes 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 management and the Board of Directors.

## 603 LEGAL AID

### NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

Net assets with donor restrictions: Includes net assets subject to donor or certain grantor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates those resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When these restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of December 31, 2022 and 2021 the Organization had net assets with donor restrictions of \$344,998 and \$375,586, respectively (See Note 6).

#### Revenue Recognition

The Organization recognizes grant and contract revenues from Legal Services Corporation (LSC) as conditions related to such funds are met. Funds remaining at year end for which conditions have not yet been met are reported as an advance from grantor liability. The advance of LSC assets are subject to the provisions of LSC's Fund Balance Regulation. LSC may, at its discretion, request reimbursement for expenses, the return of funds, or both as a result of noncompliance by the Organization with the terms of the grant or contract. If the Organization terminates its legal assistance activities, all unexpended funds are to be returned to the funding sources. Furthermore, when LSC funds are used to acquire capital assets, the donor restriction expires as depreciation expense is recognized on those assets, with the undepreciated balance reported as net assets with donor restrictions.

The Organization 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 donor restricted revenue. Amounts are reclassified to support without donor restrictions as expenditures are incurred in compliance with the specific contract or grant provisions. Amounts not yet received but already awarded are recorded as grants and contracts receivable.

## **603 LEGAL AID**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

#### **Contributions**

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Unconditional pledges and grants are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges and grants are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All contributions and grants receivable are considered current and expected to be received within one year.

#### **Contributed Goods and Services**

Donated facilities, supplies, equipment, and staff support are recorded as "in-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Donated services recognized as revenues and expenses in the statement of activities for the years ended December 31, 2022 and 2021 totaled \$338,041, and \$112,060, respectively.

#### **Use of 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 cash equivalents, grants receivable, accounts payable and other liabilities 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.

#### **Cash and Cash Equivalents**

For the purpose of the statement of cash flows, cash and cash equivalents is comprised of cash, including cash on hand, and other highly liquid investments with an original maturity of 90 days or less.

**603 LEGAL AID**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

**Property and Equipment**

Property and equipment are recorded at cost for purchased items and at fair value for donated items and are summarized as follows at December 31:

	<u>2022</u>	<u>2021</u>
Furniture	\$ 8,254	\$ 5,102
Equipment	<u>66,771</u>	<u>75,024</u>
	75,025	80,126
Less accumulated depreciation	<u>68,697</u>	<u>71,645</u>
Furniture and equipment, net	<u>\$ 6,328</u>	<u>\$ 8,481</u>

Depreciation is computed using the straight-line method over estimated, three to ten-year lives. The Organization's capitalization policy is to capitalize assets with a useful life greater than 1 year and a cost greater than \$5,000. Repair and maintenance costs are expensed when incurred.

All property and equipment acquired by the Organization was purchased using LSC funds. The Organization owns those assets; however, LSC has a reversionary interest in those assets purchased with its funds.

Depreciation expense was \$2,153 and \$1,028 for the years ended December 31, 2022 and 2021, respectively.

**Accrued Vacation**

During the year ended December 31, 2022, the Organization implemented a new policy that allows employees to retain earned time off for the future. The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$24,605 at December 31, 2022. For the year ended December 31, 2021, no such policy existed and employees could not carry forward earned compensated leave time.

**Functional Allocation of Expenses**

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

## **603 LEGAL AID**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain 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, space and occupancy, office supplies and expenses, communications, library maintenance, and insurance, which are all allocated on the basis of time and effort, as noted previously.

#### **Income Taxes**

The Organization 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 Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Organization 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 Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of December 31, 2022 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the 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; material 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 amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. The Organization adopted the provisions of ASU 2020-07 during the year ended December 31, 2022.

## **603 LEGAL AID**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, Leases (Topic 842), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use assets of \$275,568 and operating lease liabilities of \$275,568 as of December 31, 2021 and right of use assets of \$186,861 and operating lease liabilities of \$186,987 at December 31, 2022. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows.

#### **Summarized Comparative Totals**

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 December 31, 2021, from which the summarized information was derived.

#### **NOTE 2. LIQUIDITY AND AVAILABILITY OF FUNDS**

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in insured cash sweep accounts in order to maximize investment return while maintaining safety and liquidity. Excess LSC funds are maintained in FDIC insured checking or money market accounts.

The following table reflects the Organization'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.

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

**603 LEGAL AID**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 382,001	\$ 440,541
Accounts receivable	12,057	-
Grants receivable	<u>408,942</u>	<u>302,949</u>
Total financial assets as of year end	<u>803,000</u>	<u>743,490</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	344,998	375,586
Less LSC restricted net assets	<u>(6,925)</u>	<u>(8,481)</u>
Total financial not available within one year	<u>338,073</u>	<u>367,105</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 464,927</u>	<u>\$ 376,385</u>

In the event of an unanticipated liquidity need, the Organization also could draw upon \$50,000 of its available line of credit, as further discussed in **Note 8**.

**NOTE 3. CONCENTRATION OF RISK**

The Organization maintains its cash balances with a financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution. The bank balances may, at times, materially exceed federally insured limits. Per, the compliance requirements set forth by the Legal Services Corporation, all funds held by 603 Legal Aid above the Federal Deposit Insurance Corporation limit were held in a financial instrument account within the federal institution.

For each of the years ended December 31, 2022 and 2021, approximately 51% and 54%, respectively, of total support and revenue was derived from the LSC Basic Field Grant. The future existence of the Organization is dependent upon the continued support from LSC.

**603 LEGAL AID**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

**NOTE 4. GRANTS RECEIVABLE**

Grants receivable, by funding category, consist of the following at December 31:

	<u>2022</u>	<u>2021</u>
New Hampshire Bar Foundation - IOLTA	\$ 105,000	\$ 120,687
IRS LITC	45,613	26,664
Campaign for Legal Services	57,980	31,964
NHLA – Call Center	77,144	31,521
NH DOJ VOCA-ARPA	64,288	-
Miscellaneous grants	22,598	24,401
VOCA	4,501	40,168
LSC TIG Grant	22,409	15,839
VAWA	9,409	11,705
	<u>          </u>	<u>          </u>
Total grants receivable	<u>\$ 408,942</u>	<u>\$ 302,949</u>

**NOTE 5. CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2022.

**NOTE 6. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions represent contributions for civil legal services as of December 31, 2022 and 2021, whose use has been limited by the donors as to purpose and future time periods and are as follows:

	<u>2022</u>	<u>2021</u>
LSC Basic Field Grant - Property	\$ 6,925	\$ 8,481
Website and Technology Improvements	31,399	37,350
Housing Assistance	40,000	39,945
Victim of Crime Act Grant	-	167
New Hampshire Law Library Grant	73,077	78,433
BOA Foreclosure Grant	193,597	211,210
	<u>          </u>	<u>          </u>
Total net assets with donor restrictions	<u>\$ 344,998</u>	<u>\$ 375,586</u>

**603 LEGAL AID**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

**NOTE 7. LEASE COMMITMENTS**

In April 2014 the Organization entered into a rental lease agreement for office space and parking at a monthly rate of \$4,200, which extended through October 31, 2021. Effective November 1, 2021, the Organization relocated, entering into a new rental lease agreement which extends through October 2024, at a monthly rate of \$8,833.

In February 2021 the Organization entered into a rental lease agreement for a copier at a quarterly rate of \$540, which extends through October 16, 2026.

The Organization accounts for its operating leases under FASB ASC 842. As such, a right of use ("ROU") asset and corresponding lease liability are recorded in the statement of financial position. ROU assets represent the Foundation's right to use an underlying asset for the lease term and the lease liabilities represent their obligation to make the lease payments arising from the lease.

Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. The discount rate related to the Organization's lease liability as of December 31, 2022 ranged from 3.00% to 8.50% which is based upon the stated discount rate of one lease and the incremental borrowing rate based on the existing line of credit. At December 31, 2022, the right of use asset and lease liability were \$186,861 and \$186,987, respectively.

Rent expense for the years ended December 31, 2022 and 2021 were \$97,163 and \$59,666, respectively.

The following is a schedule, by years, of future minimum payments for the operating lease:

<b><u>Years ending December 31</u></b>	<b><u>Amount</u></b>
2023	\$ 108,156
2024	90,490
2025	2,160
2026	<u>1,620</u>
Total undiscounted lease liability	202,426
Less imputed interest	<u>(15,439)</u>
Total lease liability	<b><u>\$ 186,987</u></b>

## 603 LEGAL AID

### NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

**NOTE 8. LINE OF CREDIT**

The Organization has a revolving unsecured line of credit with a financial institution for \$50,000 with a variable interest rate at December 31, 2022 and 2021 of 8.50% and 6.00%, respectively. No amounts have been drawn on the line of credit and there was no outstanding balance due as of December 31, 2022 and 2021.

**NOTE 9. UNEXPENDED LSC AWARDS**

For the years ended December 31, 2022 and 2021, the Organization fully expended each of its LSC awards, with no unexpended LSC awards reported as advances from grantor.

**NOTE 10. PAYCHECK PROTECTION PROGRAM**

During April 2020, the Organization obtained a note payable under the Paycheck Protection Program (PPP) in the amount of \$156,683. During the year ended December 31, 2021, the Organization applied for and received principal forgiveness in whole by the Small Business Administration under the CARES Act. For the year ended December 31, 2021, PPP loan forgiveness of \$156,683 has been reported on the statement of activities as revenues and other support without donor restrictions.

**NOTE 11. PENSION PLAN**

The Organization sponsors a defined contribution pension plan in accordance with Internal Revenue Code section 401(a) for all employees who have attained the age of twenty-one. Contributions are based on a percentage of the employee's annual compensation; 5% for 2022 and 2021. For the years ended December 31, 2022 and 2021 pension expense was \$75,983 and \$49,752, respectively.

**NOTE 12. RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net asset amounts.

**NOTE 13. SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through July 27, 2023 the date the financial statements were available to be issued.

**603 LEGAL AID**

**SCHEDULE OF SUB-RECIPIENT AWARD AND EXPENSES**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	<b><u>Fiscal Year</u></b> <b><u>2021 Grant</u></b>
<b>REVENUES:</b>	
2021 Sub-recipient award	26,210
2020 Budget remaining to be spent	<u>20,656</u>
Total Revenues	<u>46,866</u>
<b>EXPENSES:</b>	
Personnel salaries	34,731
Fringe benefits	9,452
Payroll taxes	<u>2,683</u>
Total Expenses	<u>46,866</u>
<b>BUDGET REMAINING TO BE SPENT</b>	<u>          </u>

During the first five months of 2021, an LSC subaward from LARC to Pro Bono Association, was in effect. When the merger happened, Pro Bono Association became inactive and all of its staff were hired by 603 Legal Aid. As such, the work that was being performed under a subcontract transitioned to work being done by 603 Legal Aid employees effective 6/1/2021.

For the year ended December 31, 2022 the Organization had no LSC grant subawards.

**802 LEGAL AID**

**SCHEDULE OF SUPPORT, REVENUE, EXPENSES AND CHANGES IN NET ASSETS  
FOR LEGAL SERVICES CORPORATION GRANTS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

	Basic Field Grant	Private Attorney Involvement	TIO Grant	Total	Property	Total
<b>REVENUES AND OTHER SUPPORT</b>						
Grants and contracts	\$ 870,295	\$ 110,368	\$ 22,050	\$ 1,002,713	\$ -	\$ 1,002,713
Interest income	642	-	-	642	-	642
<b>Total revenues and other support</b>	<b>870,937</b>	<b>110,368</b>	<b>22,050</b>	<b>1,003,356</b>	<b>-</b>	<b>1,003,356</b>
<b>PERSONNEL EXPENSES</b>						
Salaries	603,283	77,170	4,014	684,467	-	684,467
Payroll taxes	47,015	6,232	333	53,580	-	53,580
Employee benefits	84,145	9,751	442	94,338	-	94,338
<b>Total personnel expenses</b>	<b>734,423</b>	<b>93,153</b>	<b>4,789</b>	<b>832,365</b>	<b>-</b>	<b>832,365</b>
<b>OTHER EXPENSES</b>						
Space and occupancy	45,779	6,051	52	51,882	-	51,882
Office supplies and expenses	7,170	1,867	16	8,853	-	8,853
Communications	10,456	1,721	12	12,189	-	12,189
Library maintenance	4,295	303	3	4,601	-	4,601
Training and meetings	3,067	64	2,501	5,632	-	5,632
Insurance	2,970	349	5	3,324	-	3,324
Dues and fees	2,482	424	1	2,917	-	2,917
Travel	981	6	-	987	-	987
Contract services	57,176	6,315	14,869	78,160	-	78,160
Miscellaneous	1,509	286	2	1,797	-	1,797
Depreciation	-	-	-	-	2,153	2,153
<b>Total other expenses</b>	<b>135,917</b>	<b>17,215</b>	<b>17,281</b>	<b>170,383</b>	<b>2,153</b>	<b>172,548</b>
<b>NET INCREASE (DECREASE) IN NET ASSETS</b>	<b>597</b>	<b>-</b>	<b>-</b>	<b>597</b>	<b>(2,153)</b>	<b>(1,556)</b>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,481</b>	<b>8,481</b>
<b>NET ASSETS, END OF YEAR</b>	<b>\$ 597</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 597</b>	<b>\$ 6,328</b>	<b>\$ 6,925</b>

**603 LEGAL AID**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

<u>FEDERAL GRANTOR/ PASS-THROUGH 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>
<b><u>Legal Services Corporation</u></b>				
Basic Field Grant	09.130010	Direct Award		\$ 980,663
Technology Improvement Grant (19043)	09.130010	Direct Award		11,443
Technology Improvement Grant (GT-TG21T-00007)	09.130010	Direct Award		<u>10,607</u>
Total Legal Services Corporation				<u>\$ 1,002,713</u>
<b><u>U.S. Department of Justice</u></b>				
Crime Victim Assistance	16.575	New Hampshire Department of Justice	2021VOC68	\$ 52,872
Violence Against Women Formula Grants	16.575	New Hampshire Department of Justice	2022VAW20	40,000
Crime Victim Assistance	16.575	New Hampshire Legal Assistance	2022VOC22	<u>37,420</u>
Total U.S. Department of Justice				<u>\$ 130,292</u>
<b><u>U.S. Department of Treasury</u></b>				
Internal Revenue Service Low Income Taxpayer Clinic	21.006	Direct Award		\$ 122,573
Covid-19 - Emergency Rental Assistance Program	21.023	State of New Hampshire Governor's Office		34,611
Homeowner Assistance Fund Program	21.026	New Hampshire Legal Assistance		40,000
2022 American Rescue Plan Act Victim Services	21.027	New Hampshire Department of Justice	2023ARPV501	<u>118,307</u>
Total U.S. Department of Treasury				<u>\$ 315,491</u>
<b>TOTAL</b>				<u><b>\$ 1,448,496</b></u>

See Notes to Schedule of Expenditures of Federal Awards

**603 LEGAL AID**

**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 603 Legal Aid 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 603 Legal Aid, it is not intended to and does not present the financial position, changes in net assets, or cash flows of 603 Legal Aid.

**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**

603 Legal Aid has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 4 SUBRECIPIENTS**

603 Legal Aid had no subrecipients for the year ended December 31, 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  
603 Legal Aid

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 603 Legal Aid (a nonprofit organization), which comprise the 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 July 27, 2023.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered 603 Legal Aid'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 603 Legal Aid's internal control. Accordingly, we do not express an opinion on the effectiveness of 603 Legal Aid'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 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 were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2022-001 that we consider to be a significant deficiency.

#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether 603 Legal Aid's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

#### **Purpose of This Report**

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

*Leone McDonnell & Roberts*  
*Professional Association*

Dover, New Hampshire  
July 27, 2023

**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  
603 Legal Aid

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited 603 Legal Aid's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and in the Legal Services Corporation *Compliance Supplement for Audits of LSC Recipients*, that could have a direct and material effect on each of 603 Legal Aid's major federal programs for the year ended December 31, 2022. 603 Legal Aid'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, 603 Legal Aid complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2022.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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 603 Legal Aid 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 603 Legal Aid'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 603 Legal Aid'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 603 Legal Aid'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 603 Legal Aid'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 603 Legal Aid'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 603 Legal Aid'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 603 Legal Aid'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.

### **Other Matters**

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2022-002 and 2022-003. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on 603 Legal Aid's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. 603 Legal Aid's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

### **Report on Internal Control over Compliance**

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

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

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

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

*Leone McDermott & Roberts  
Professional Association*

Dover, New Hampshire  
July 27, 2023

**603 LEGAL AID**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

1. The auditors' report expresses an unmodified opinion on the financial statements of 603 Legal Aid.
2. One significant deficiency is 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*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of 603 Legal Aid, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weaknesses or 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*.
5. The auditors' report on compliance for the major federal award programs for 603 Legal Aid expresses an unmodified opinion on all major 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 programs tested as major programs included:
  - Legal Services Corporation, Basic Field Grant – ALN 09.130010
  - Legal Services Corporation, Technology Improvement Grant (19043)
    - ALN 09.130010
  - Legal Services Corporation, Technology Improvement Grant (GT-TG21T-00007)
    - ALN 09.130010
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. 603 Legal Aid was determined not to be a low-risk auditee.

## **B. FINDINGS – FINANCIAL STATEMENTS AUDIT**

**2022-001**

### **Significant Deficiency**

**Condition:** The Executive Director (ED) receives an email from Checkmate when the payroll is completed (or finalized) that includes a link to the final payroll register and other reports. It is at this point that the ED would log in to Checkmate and review the final report against what was approved. There was no indication that this was ever done. It was not part of the documented procedures that were communicated by Squaretail to in-house accounting during training, nor did the ED ever give any indication that they performed this step.

**Criteria or specific requirement:** It is crucial for the Executive Director to review the final payroll register and document this review to ensure not only that it is taking place, but it is being done timely.

**Cause:** The payroll processes changed several times during the year under audit.

**Effect:** Failure to review the final payroll report each pay period against the initially approved submission documents increases the risk that the information submitted does not align with the source documents, such as timesheets.

**Questioned costs:** No questioned costs were identified.

**Recommendation:** In order to provide greater control over payroll, we suggest that management review the final Checkmate payroll report for each payroll period prior to the pay date. We also suggest that documentation of the review of these reports be made on the reports and be maintained.

## **C. FINDINGS AND QUESTIONED COSTS—MAJOR FEDERAL AWARD PROGRAM AUDIT**

### **Finding 2022-002: Compliance finding – Eligibility**

**Legal Services Corporation**

**Basic Field Grant (ALN# 09.130010)**

**Technology Improvement Grant (19043) (ALN# 09.130010)**

**Technology Improvement Grant (GT-TG21T-00007) (ALN# 09.130010)**

**Condition:** Cases were accepted with over income and/or over assets with no waivers or offsetting expenses present; Client Agreement and Referral Form (CARF) was sent to client and never returned, yet case was placed with Pro Bono attorney; Client was over income but had unreimbursed medical expenses and due to the listed expenses not being captured in the adjustments, the case was considered not income eligible, but should have been eligible; Applicant withdrew from process before records were provided, leading to no services being provided regardless.

**Criteria or specific requirement:** Client reported income levels must be within the maximum income levels or offset appropriately with listed expenses. Assets must not exceed applicable ceilings. Retainer agreements must be obtained, if necessary, based on level and type of services provided.

**Cause:** Lack of oversight by management.

**Effect:** Copy of needed waivers, expense listing, and / or CARF was not present in the client files.

**Questioned costs:** No questioned costs were identified.

**Recommendation:** A procedure be implemented to ensure that the Organization remains in compliance and does an internal review to ensure all required documentation is in the client files.

**Finding 2022-003: Compliance finding – Reporting**

**Legal Services Corporation**

**Basic Field Grant (ALN# 09.130010)**

**Technology Improvement Grant (19043) (ALN# 09.130010)**

**Technology Improvement Grant (GT-TG21T-00007) (ALN# 09.130010)**

**Condition:** The Report on Emergency Non-Priority Cases submitted late by 9 days, the Annual Report on Review of Priorities was drafted and approved by Board, but not submitted to LSC, and the Special Grant Conditions #3 progress report was due on or before 8/1/2022 and was submitted nearly 2 months late on 9/26/2023.

**Criteria or specific requirement:** Legal Services Corporation requires multiple reports be submitted both annually and semiannually by the Organization.

**Cause:** Lack of oversight by management.

**Effect:** Several reports due during the year under audit were submitted late, while another report was drafted and never submitted to Legal Services Corporation.

**Questioned costs:** No questioned costs were identified.

**Recommendation:** A procedure be implemented to ensure that the Organization remains in compliance and does an internal review to ensure all required reports are completed in a timely manner.

**Findings**

**2022-001**

**Planned Corrective Action:** We agree with the need for a management confirmation that the final payroll report reconciles to what was approved during the initial payroll process when hours are submitted to Checkmate and a preliminary payroll 'prep' register is generated. We have added this step into our Payroll Procedures Checklist. The Executive or Deputy Director will access and review the final Checkmate register once notification is received that the payroll is finalized. The notification of review by management will be sent to accounting who will maintain in the relevant pay period folder.

**Responsible Person:** Donna Dudley  
**Date of Completion:** Implemented in August, 2023

**2022-002**

**Planned Corrective Action:** Every year the Organization complies with an in-depth compliance review for LSC in which at least 75 cases that were closed in the previous grant year are randomly selected using an LSC designated randomization process. Those cases are then individually reviewed for 13 LSC designated errors, in a process called Self Inspection. The resulting information is collected and reported to LSC as part of Ongoing Compliance Oversight. Finally, the Organization must submit a Self-Inspection Certification and Summary Form which lists the number of cases where errors were identified. This process allows the organization to identify trends and make adjustments to protocols and training on an annual basis.

The Organization has put in place all necessary protocols to ensure compliance with LSC regulations regarding assessing and documenting client eligibility. Ongoing training and oversight will be provided to intake staff and caseworkers throughout the year to ensure compliance.

**Responsible Person:** Emma Sisti  
**Date of Completion:** December 31, 2023

**2022-003**

**Planned Corrective Action:** Management has just recently begun the creation of both individual grant calendars as well as a shared master grants calendar. These are Outlook based and shared with project staff responsible for submitting the various reports. A new protocol is being developed which requires the responsible employee for each reporting deadline to add those dates to their personal calendars and to either update the shared Outlook calendar with submission dates or notify the organizational Grants Manager (currently the staff accountant) when each report is submitted. The Grants Manager will be responsible for oversight of grant reporting deadlines.

**Responsible Person:** Angellique Leis  
**Date of Completion:** July 27, 2023

Sincerely,



Steven B. Scudder  
Interim Executive Director

93 N. State Street, Suite 200, Concord, NH 03301  
Phone: 603-224-3333 | Fax: 603-224-6067

**603 LEGAL AID**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

**Finding #2021-001 – Property and Inventory**

**Condition:** A reconciliation between the physical inventory and the accounting records is not performed. Additionally, through examination of the inventory records it was noted that certain required information fields were not completed for each item listed.

**Recommendation:** It is recommended that the inventory system be evaluated to incorporate a reconciliation process between the results of the physical inventory and the information contained within the accounting system. Additionally, we recommend that management review the Legal Services Corporation property management manual to ensure that all required data fields are completed during the inventory process.

**Current Status:** Corrective action has been taken to address this item satisfactorily.

**Finding #2021-002 - Program Income**

**Condition:** 603 Legal Aid receives support from an outside organization toward their call center activities. The call center activities are also supported by LSC funds. While total expenses incurred exceeded the amount of additional support and LSC funding received, indicating that 100% of funding was expended, a proportionate share of the income was not allocated and reported as part of the LSC program.

**Recommendation:** It is recommended that income received be evaluated to determine if it is generated as a result of activities supported in whole or in part by LSC funds (program income) to determine if the income is derived from activities already supported through LSC resources. In the event that income is determined to be program income, it is recommended that a share of the income be allocated to the LSC program in proportion to the support provided through the use of LSC funds in generating the income.

**Current Status:** Corrective action has been taken to address this item satisfactorily.

# 603 Legal Aid Board Roster

	<b>Last</b>	<b>First (prefer to be called)</b>			<b>Original Term Start</b>	<b>Term End (June)</b>
1	Adumene	Kile				2024
2	Collimore	Kevin			2023	2026
3	Cote	Alexandra (Lexi)				2025
4	Fiore	Nora				2025
5	Gehris	Melinda				2025
6	Hunt	Brittany				2024
7	Lahey	Elizabeth (Liz)				2024
8	Nann	Rebecca				2024
9	O'Neill	Kaitlyn				2025
10	Parnell	Rory			6/1/2021	2026
11	Rice	Emily				2024
12	Shaughnessy	Brian			6/1/2021	2024
13	Wentworth	Patricia (Tricia)			2022	2025
14	Dow	Diane (Dee)			2023	2026
15	Robinson	Lyndsay			2024	2027

### 603 Legal Aid Positions and Salaries

Personnel	Annual Wages	FTE to Grant	VOCA	VAWA	Other	Total
DOVE Attorney – TBH	\$68,578	0.85	\$59,166		\$9,412	\$68,578
Supervising Attorney - DT	\$90,000	0.01	\$914		\$89,086	\$90,000
Supervising Attorney – JG	\$22,750	0.01	\$175		\$22,575	\$22,750
Paralegal – KL	\$52,650	0.25	\$13,360		\$39,290	\$52,650
Family Law Project Manager - TF	\$69,300	0.51	\$35,170	\$10,395	\$23,735	\$69,300
DOVE Coordinator - MF	\$60,000	0.62	\$37,408	\$16,740	\$5,852	\$60,000
<b>Totals</b>	<b>\$363,278</b>	<b>2.25</b>	<b>\$146,193</b>	<b>\$27,135</b>	<b>\$189,950</b>	<b>\$363,278</b>

**DENNIS J. THIVIERGE**

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**EMPLOYMENT:**

**State of New Hampshire, Department of Health and Human Services, Concord, NH. 2022 -Present.**  
Attorney – Contracts and Procurements.

- Provide detailed quality control for Department contracts.
- Respond to Right To Know requests.

**603 Legal Aid, Concord, NH. 2022.**

Staff Attorney.

- Provided telephonic advice and counsel in addition to litigation representation for housing and domestic violence clients.

- Provided support to staff, paralegals, and colleagues in those practice areas.

**Law Office of Dennis J. Thivierge, Concord, NH. 1993 – 1999/2009-2022.**

Sole Practitioner, General Practice. Primarily Family Law litigation.

**Family Legal Services. 2013-2022.**

Contract Attorney/Senior Attorney. Primarily Family Law litigation.

**Legal Advice and Referral Center, Concord, NH. 1999-2022.**

Contract Attorney.

- Provided telephonic legal advice and counsel to qualified clients.

**Hillsborough County, Department of Human Services, Goffstown, NH. 2006-2009.**

Assistant Director.

- Supervised 5 MSW's (non-clinical), and 5 ½ office staff.

- Assumed Director's duties for extend periods of time.

- Conducted department litigation.

- Managed maintenance of physical assets.

- Drafted RFPs and proposed legislation.

**State of New Hampshire, Department of Health and Human Services, Concord, NH.**

Staff Attorney. 1999-2006.

- Litigation of paternity, child support, and enforcement actions.

**Goldman & Lebrun, P.A., Concord, NH. 1988-1992.**

Associate Attorney. Primarily litigation of family law cases.

**Notre Dame College, Manchester, NH.**

Adjunct Faculty Lecturer. Introduction to Law; Business Law.

**University of New Hampshire, Manchester, NH.**

Adjunct Faculty Lecturer. Business Organizations.

**EDUCATION:**

**Franklin Pierce Law Center (now UNH School of Law), Concord, NH.**

Juris Doctorate.

**Maine Maritime Academy, Castine, ME.**

Bachelor of Science in Marine Engineering/Minor in Marine Industrial Management.

Platoon Leader of 75+ Cadets. Senior Class President.

**COMMUNITY/VOLUNTEER EXPERIENCE:**

**Board of Directors, Crisis Center of Central New Hampshire, Concord, NH.**

March 2021 – March 2022.

**Ethics Committee Member - New Hampshire Bar Association.**

2014 - 2019.

**Pro Bono/DOVE panel member.**

1988 – Present.

# MARGARET FLORINO



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## EDUCATION

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**Southern New Hampshire University**

**Anticipated Graduation: October 2023**

**Major: Political Science and Administration**

**GPA: 3.90**

with a focus in public relations and communications

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## EXPERIENCE

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**Bernazzani Law, PLLC**

**Nashua, NH**

***Head Criminal Defense & Litigation Paralegal***

**April 2022 — Present**

- Assists senior attorneys with criminal and family matters, including felonies, misdemeanors, criminal annulments, parenting, divorce, and guardianship
- Worked closely with senior paralegals to learn policies, procedures and preparation for trials
- Drafts extensive, thorough motions for criminal and family cases, and file in both Circuit and Superior Courts in New Hampshire
- Drafts and executes subpoenas
- Communicates with expert witnesses, private investigators, and court reporters to acquire services
- Assist attorney during felony jury trials
- Meticulously tracks billable hours; inputs billable hours in both Smokeball and Leanlaw programs
- Communicates with clients, opposing counsel and Court personnel in a professional and ethical manner
- Reviews and processes discovery in criminal matters and gather testimony from witnesses
- Organizes and analyzes financial disclosures for matters in the Family Division Circuit Courts
- Maintains and organizes physical files
- Works as a liaison with DOVE and 603 Legal Aid to coordinate representation for prompt hearings

**New Hampshire Public Defender**

**Nashua, NH**

***Legal Assistant***

**June 2021 – April 2022**

- Assisted four to five senior and managing attorneys; drafted and filed motions in District, Family, and Superior Courts in New Hampshire; received, logged, and organized State's discovery.
- Corresponded with clients to ensure they felt well-connected with their attorneys, notified them of hearings, answered questions; and made the legal process more transparent in order to promote Client comfort and understanding.
- Scheduled client meetings and organized hearings and other private appointments on attorneys' calendars.
- Utilized the Defenderdata software system to organize client information and Court Forms
- Communicated with forensic psychologists/mental health professionals, interpreters, and transportation services to arrange appointments for clients
- Filed invoices for specialists' billing
- Assisted in training new employees

**Bernazzani Law**

**Nashua, NH**

***Legal Assistant Intern***

**June 2020 – August 2020**

- Drafted and filed pleadings in the Family Division Circuit Courts of New Hampshire

- Worked closely with paralegals and the managing attorneys in the areas of family, immigration, estate, and real estate law
- Filed the intake of new clients; scheduled meetings for attorneys; input billable hours; and maintained the upkeep of physical files in the office

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#### ACTIVITIES

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##### **Criminal Justice Club, *Member***

**August 2019 – March 2020**

- Participated in weekly meetings to further education in topics such as the mass incarceration epidemic in America, current high-profile criminal proceedings, and systemic issues perceived in the criminal justice system

##### **Skills and Certifications**

Certified Notary Public and Justice of the Peace in the State of New Hampshire, proficient with the numerous legal information programs such as Smokeball and DefenderData, LeanLaw legal billing software, the electronic filing system for the Superior, District, and Family Courts of New Hampshire, Microsoft Office, and Microsoft Excel

**JEFFREY MARK GOODRICH**

**WORK EXPERIENCE:**

- 4/22 – Present 603 LEGAL AID, Concord, NH  
**Staff Attorney**  
\*Providing legal advice in the areas of family and housing law to both English and Spanish speaking clients.
- 3/98 – 1/22 603 LEGAL AID, Concord, NH  
**Supervising Bi-lingual Staff Attorney**  
\*Providing legal advice in the areas of family and housing law to both English and Spanish speaking clients.  
\*Supervising paralegals in the provision of legal advice and services to clients.  
\*Screening and responding to incoming Spanish language calls with legal advice and counsel.  
\*Drafting Spanish language letters to clients as well as legal informational documents and translating same for other advocates and legal service providers.  
\*Translating informational material from English to Spanish for distribution to clients.
- 1/2010 – 1/2015 **Low Income Taxpayer Clinic Program Director**  
\*Serving as educator and presenter for the IRS funded Low Income Taxpayer Clinic which provides information to immigrants and limited English speaking people regarding their tax related rights and responsibilities as well as financial literacy.  
\*Drafting, compiling and submitting grant proposals to the IRS for continued funding.  
\*Training and supervision of staff on tax and financial literacy related issues.  
\* Responsible for compilation and tracking of program activity data as well as the drafting and submitting of annual and interim reports to the IRS.
- 9/97 - 3/98 MOODY AND GOODRICH, P.A., Manchester, NH  
**Attorney at Law**  
General civil practice of law to English and Spanish speaking clients in areas of: Personal Injury law; Worker's Compensation law; Family law; Wills, Trusts and Estates.
- 1/95 - 6/97 LAW OFFICE OF JEFFREY M. GOODRICH, Manchester, NH  
**Bi-lingual Attorney at Law**  
General practice of law to mainly Spanish speaking clientele in diverse areas of law.
- Summer, 1992 LAW OFFICE OF CLIFFORD J. MOODY, Manchester, NH  
**Legal Spanish Language Interpreter**  
Acted as bilingual interpreter for Spanish speaking Hispanic clients.
- 9/88 - 7/91 THE LATIN AMERICAN CENTER, INC., Manchester, NH  
**Legal and Court Interpreter (Spanish Language)**  
Interpreter: HILLSBOROUGH COUNTY SUPERIOR COURT and FEDERAL DISTRICT COURT;  
Consecutive, simultaneous, sight and paraphrase interpreting in accordance with accepted legal ethics and guidelines.  
Experience interpreting for Hispanic clients from diverse Caribbean and Latin American countries.  
**Spanish Language Instructor:** Planned, Developed and Conducted beginning Spanish language classes to adult students on both a private basis as well as in a classroom setting.
- 6/83 – 4/85 &  
7/87 – 8/88 **TEACHER OF ENGLISH AS A SECOND LANGUAGE**, Barcelona, Spain  
Employed as a Teacher of English as a Second Language by Berlitz Language Institute, Winston School of American English and the Spanish National Hydroelectric Power Company; Created lesson plans, prepared and conducted ESL classes to students of diverse ages and ethnic origins in Barcelona, Spain.

**EDUCATION:**

UNH Franklin Pierce Law Center, Concord, NH  
Received Juris Doctor Degree: May 1994

University of New Hampshire, Durham, NH  
Completed B.A. in Philosophy, Cum Laude: May 1983

Berklee College of Music, Boston, MA  
Majored in Music Composition

**PROFESSIONAL AFFILIATIONS:** Member, New Hampshire Bar Association

# KIM LAVOIE

## EXPERIENCE

### 2022-Present **CAPITAL TITLE & ESCROW, Concord, NH, Paralegal**

Paralegal to Attorney specializing in Probate Law and Estate Planning

- Process/prepare court documents to e-file in probate court
- Contact court to obtain case summaries and information regarding probate cases
- Communication with clients to obtain information to draft documents to file with probate court
- Draft Estate Planning Documents for clients
- Create and update instruction manuals for probate, estate planning, and said position
- Schedule appointments with clients to execute prepared estate planning documents

### 2021 **MCGRATH LAW FIRM, PA, Concord, NH, Paralegal, temporary position**

Paralegal to Attorney specializing in Family Law and Estate Planning

- Conducted initial phone screening interviews
- Set up and calendared consultations, intakes, and meetings between client and attorney
- Prepared and filed court pleadings, exhibits, and witness lists
- Contacted court to obtain case summaries and information regarding current cases
- Assisted and set up mediation appointments for clients with appointed mediators
- Collected, reviewed, and prepared mandatory financial disclosures from clients and opposing parties

### 2013 – 2020 **NH BOARD OF VETERINARY MEDICINE, Concord, NH, Administrative Secretary**

Represented the Veterinary Board on public opinions/complaints

- Received and processed complaints, maintaining confidentiality
- Compiled complaint cases for the purpose of formal investigation
- Coordinated investigation documentation for the Administrative Prosecutions Unit in the State's Attorney General's office

Established professional relationships, as well as engaged regularly, with the DOJ and other various State agencies via the phone/email and in person, using effective oral communication skills

Researched current State laws and rules to answer questions from board members and the public via phone/email

Recommended policy and procedural improvements to increase department efficiencies

Compiled and organized materials for agendas to prepare for Board meetings

Maintained expert knowledge of Board policies, procedures, and rules to ensure statutory and regulatory requirements are met

### **NH DEPT OF AGRICULTURE, MARKETS & FOOD, Concord, NH, Administrative Assistant Intern**

Provided information to applicants using effective oral communication regarding State program

Managed Excel database to track incoming and outgoing animals in NH

Managed and assessed applicant eligibility for State offered program

## EDUCATION

Microsoft Office Suite **2010, 2013, 2019- Certificate in 2010 & 2019 - Hyslop & Associates, Tilton, NH**

Graduated Dec. 2011 **Certified Paralegal, Franklin Pierce University**

## SKILLS & TRAINING

MLO & LZK, software recording licensee personal/business contact information, accounts receivable

Contribute, software that contributes/edits content to existing websites

Winn E. Arnold Law Workshop, annual administrative law workshop attended two years

Intellectual Property course-2022

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# TAYLOR FLAGG

Advocate | Social Work Case Manager

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## PROFILE

I am an advocate with a passion for social justice. I desire a position where I can apply my passion for helping others and my experience working within the criminal justice system and a social work setting. My goal is to find a position where I can build upon my experience and continue to grow both professionally and personally.

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## EXPERIENCE

### PERINATAL/SUD SOCIAL WORK CASE MANAGER

#### Amoskeag Health (March 2022-Present)

- Provide comprehensive case management services to pregnant and postpartum women, as well as mothers who struggle with substance use disorders
- Advocate for patients with healthcare providers and community partners to improve their lives and social situations
- Screen patients for health risk assessments, violence assessments, mental illness, and substance use disorders
- Educate patients on pregnancy risks, risks of intimate partner violence, and other health risks as needed.

### VICTIM/WITNESS ADVOCATE

#### Hillsborough County Attorney's Office (Nov 2019-March 2022)

- Advocate for adult and juvenile victims of felony-level crimes through the court process from beginning to end
- Prepare victims and witnesses for court proceedings, including trials
- Serve as liaison between victims, prosecutors, and police departments
- Manage a caseload of 180+ victims at any given time
- Ensure compliance with the NH Victims Bill of Rights
- Multi-disciplinary team member with Child Advocacy Center

### PROJECT COORDINATOR/ RESEARCH ASSISTANT

#### Prevention Innovations Research Center

- Coordinate the implementation of uSafeUS mobile app, a grant-funded project at 22 colleges and universities in NH
  - Collaborate with crisis center staff, police departments, and college administrators
  - Oversee social media outreach and create social media content relating to uSafeUS
  - Assisted on various grant-funded projects Co-authored publication, "Beyond the Gender Binary: Trans/forming IPV Prevention Using a Public Health Framework" (New York University Press, April 2019)
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# TAYLOR FLAGG

Advocate | Social Work Case Manager



## SKILLS

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Advocacy | Project Coordination and Management | Case Management |  
Critical thinking and problem solving | Collaborative teamwork | Health  
Education | Care Plan | Safety Planning | Multitasking | Crisis Management |  
Outreach | Evaluation | Research | Analytical Reading and Writing |

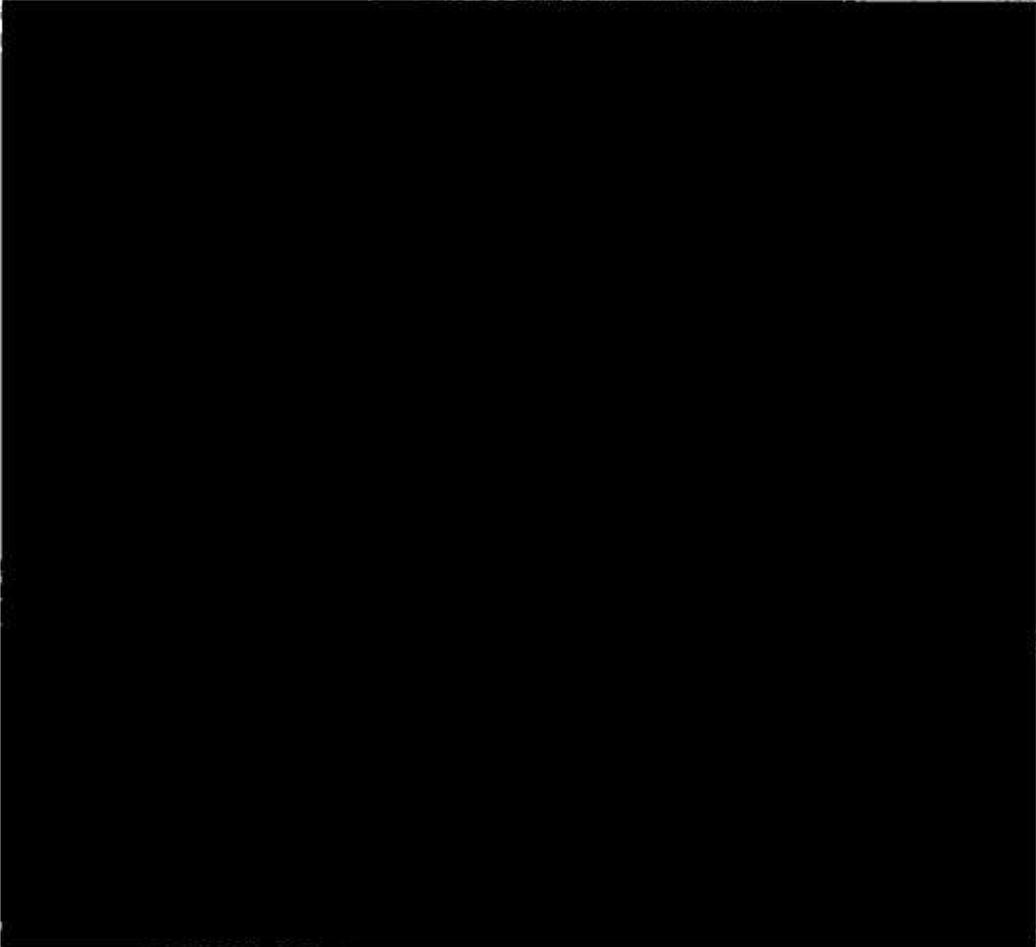
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## EDUCATION

### University of New Hampshire

- Master of Arts, Justice Studies: 2017
- Bachelor of Arts, History and Justice Studies: 2016

### Other Education & Experience

- NH Attorney General's Office Victim Assistance Academy: 2021
  - PHD, Sociology: Aug 2017-March 2018
  - Certified Recovery Support Worker (in process)
  - Maternal Mental Health Worker (in process)
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## GRANT AGREEMENT

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

## 1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Carroll County Attorney's Office		1.4. Grantee Address 95 Water Village Road, Ossipee, NH 03864	
1.5. Grantee Phone # (603) 539-7751	1.6. Account Number 02-20-20-201510- 5021-072-500574	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$32,500
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Terry McCarthy</i>		1.12. Name & Title of Grantee Signor 1 <i>TERRY Mc CARTHY, CHAIR</i>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Kathleen Carr</i>		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G. & C approval required)			
By: <i>Sheri Phillips</i> Assistant Attorney General, On: 5/7/2024			
1.16. Approval by Governor and Council (if applicable)			
By: _____ On: 5/1/24			

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

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

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

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 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. 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.

12.3. 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

Subrecipient Initials TME  
 Date 5/1/24

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

Subrecipient Initials TME  
 Date 5/1/24

**EXHIBIT A**

**SPECIAL PROVISIONS**

Carroll 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](http://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.

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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.

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.

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.

**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](http://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

### 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.

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**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, supplies, 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 15<sup>th</sup> 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 \$32,500 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**

**EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES**

I, LINDA MATCHETT [responsible official], certify that

Carroll County Attorney's Office [Subrecipient] has completed the EEO reporting tool certification within the last two years at: [https://ojp.gov/about/ocr/faq\\_eeop.htm](https://ojp.gov/about/ocr/faq_eeop.htm) on

04/26/24 [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 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.

**EEOP Training Requirements for Subrecipients**

LINDA MATCHETT [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

04/26/24 [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—

**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.

TERRY Mc Carthy  
Name of Authorized Signor

Terry Mc Carthy  
Signature

Chair of Commission  
Title of Authorized Signor

May 1, 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.

---

Carroll 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:

Carroll 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:

TERRY M. CARLHY  
CHAIR Commission

Signature:

Terry M. Carlhy

**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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov), or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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.

Terry McCarthy  
Name of Authorized Signor

Chair of Commission  
Title of Authorized Signor Carroll Cty

Terry McCarthy  
Signature

May 1, 2024  
Date

Carroll County Attorney's Office, 95 Water Village Road, Ossipee, NH 03864

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

Terry Mc Carthy  
Name of Authorized Signor

Chair of Commission  
Title of Authorized Signor

Terry Mc Carthy  
Signature

May 1, 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: **KNWKMXMEC1Q4**

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: _____

**County Resolution.**

I. CHARLES M. McJAN, hereby certify that I am duly elected Commissioner of

Carroll County. I hereby certify the following is a true copy of a vote taken at a meeting of the Carroll County Commissioners, duly called and held on April 25, 2024, at which a quorum of the Commissioners were present and voting.

**VOTED:** That Terry McCarthy, County Commissioner duly authorized to enter a contract on behalf of the Carroll County Attorney in partner with the New Hampshire Department of Justice, 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 April 25, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the organization and that the organization as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority shall remain valid for thirty (30) days from the date of this County Resolution.

DATED: 5-1-24

ATTEST: [Signature]  
(Name & Title)

DATED: 5-1-24

ATTEST: [Signature]

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_



## CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Carroll County 95 Water Village Road Ossipee, NH 03864		Member Number: 600	Company Affording Coverage: NH Public Risk Management Exchange - Primex 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) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input checked="" 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 type="checkbox"/> Automobile Liability Deductible: Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party:	Loss Payee:	Primex - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 1 Granite Place South Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/23/2024    mpurcell@nhprimex.org
			Please direct inquires to: Primex Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Justice		<b>1.2. State Agency Address</b> 1 Granite Place South, Concord, NH 03301	
<b>1.3. Grantee Name</b> Lakes Region Community Services Council		<b>1.4. Grantee Address</b> 719 North Main Street, Laconia, NH 03246	
<b>1.5. Grantee Phone #</b> (603) 581-1571	<b>1.6. Account Number</b> 02-20-20-201510-5021 -072-500575	<b>1.7. Completion Date</b> 06/30/2025	<b>1.8. Grant Limitation</b> \$133,550
<b>1.9. Grant Officer for State Agency</b> Kathleen Carr		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Rebecca Bryant CEO	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> Kathleen Carr		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Kathleen Carr, Director of Administration	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: Sheri Phillips Assistant Attorney General, On: 5/2/2024			
<b>1.16. Approval by Governor and Council (if applicable)</b> By: On: / /			

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



3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
  - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
  - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
  - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
  - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

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

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

## EXHIBIT A

### -SPECIAL PROVISIONS-

Lakes Region Community Services Council as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

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

*RB*  
4/8/24

## **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.

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### **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

## EXHIBIT A

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,

## EXHIBIT A

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

## EXHIBIT A

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

## **EXHIBIT A**

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 I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

### **2. Monitoring**

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

### **3. Allowable costs**

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

### **4. Rules of construction**

#### **A. Staff involved in hiring process**

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

#### **B. Employment eligibility confirmation with E-verify**

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://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](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto: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 direct victim services by the subrecipient through a collaboration to include the Family Resource Center of Central New Hampshire and Archways using an adverse childhood experiences response, which is a coordinated system of support focused specifically on responding and providing services to children affected by trauma as the result of crime.
2. The Subrecipient shall be reimbursed by the DOJ based on 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 15<sup>th</sup> 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

*RB*

*4/8/24*

**EXHIBIT C**

**- PAYMENT TERMS-**

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

3a. The Subrecipient shall be awarded an amount not to exceed \$133,550 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-**

1. Shelley Kelleher [responsible official], certify that

Lakes Region Community Services Council [Subrecipient] has completed the EEO reporting tool certification within the last two years at: [https://ojp.gov/about/ocr/fag\\_eop.htm](https://ojp.gov/about/ocr/fag_eop.htm) on

April 11, 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**

Shelley Kelleher [official that completed training] has completed the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

April 10, 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;

*RB*

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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—

*RB*  
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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.

Rebecca Bryant

Name of Authorized Signor

Rebecca Bryant

Signature

CEO

Title of Authorized Signor

4/8/24

Date

RB  
4/8/24

**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.

---

Lakes Region Community Services Council (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.

Lakes Region Community Services Council (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, recoument of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor:

Rebecca Bryant CEO

Signature:

Rebecca Bryant

RB  
4/8/24

## **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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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.

Rebecca Bryant

Name of Authorized Signor

CEO

Title of Authorized Signor

*Rebecca Bryant*

Signature

4/8/24

Date

Lakes Region Community Services Council, 719 North Main Street, Laconia, NH 03246

Name and Address of Agency

RB  
4/8/24

## 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

Rebecca Bryant  
Name of Authorized Signor

CEO  
Title of Authorized Signor

*Rebecca Bryant*  
Signature

4/8/24  
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: **NA2DDE57DWR9**
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:

*RB*  
4/8/24

**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 LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109

Certificate Number: 0006665914



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 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, Jeanin Onos hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Lakes Region Community Services Council.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 20, 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Rebecca L. Bryant, President and CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lakes Region Community Services Council to enter into contracts or agreements with the State

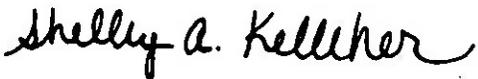
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4/8/24

  
Signature of Elected Officer  
Name: Jeanin Onos  
Title: Treasurer



**SHELLEY A. KELLEHER**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
June 1, 2027

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2024

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, 12 Gill Street Suite 5500, Woburn, MA 01801, 855 874-0123. CONTACT NAME: Elizabeth Mailhot, PHONE: 855 874-0123, FAX: 781-376-5035, E-MAIL ADDRESS: Elizabeth.Mailhot@usi.com. INSURER(S) AFFORDING COVERAGE: Philadelpha Insurance Company, NAIC #: 32204. INSURED: Lakes Region Community Services Council, 719 North Main Street, Laconia, NH 03246.

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 WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Abuse, and Professional.

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

CERTIFICATE HOLDER: New Hampshire Department 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: Todd [Signature]

*Financial Statements*

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**LAKES REGION COMMUNITY SERVICES**  
**COUNCIL, INC.**

**FOR THE YEARS ENDED**  
**JUNE 30, 2023 AND 2022**  
**AND**  
**INDEPENDENT AUDITORS' REPORT AND**  
**REPORTS ON COMPLIANCE AND**  
**INTERNAL CONTROL**

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Lakes Region Community Services Council, Inc.

**Opinion**

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, 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, 2023.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2023 and 2022, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2023 in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

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

**Responsibilities of Management for the Financial Statements**

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

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

### **Auditors' Responsibilities for the Audit of the Financial Statements**

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

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

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

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

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 20-22 is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated January 15, 2024, on our consideration of Lakes Region Community Services Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Lakes Region Community Services Council, Inc.'s internal control over financial reporting and compliance.

**Report on Summarized Comparative Information**

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 12, 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.

*Leanne McDermott & Pokota*  
*Professional Associates*

Wolfeboro, New Hampshire  
January 15, 2024

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 4,841,758	\$ 6,389,493
Certificates of deposit	303,154	-
Accounts receivable:		
Medicaid	2,241,781	1,766,274
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2023 and 2022	235,754	248,249
Prepaid expenses	<u>31,675</u>	<u>238,869</u>
Total current assets	<u>7,454,122</u>	<u>8,642,885</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>3,135,440</u>	<u>3,012,704</u>
<b>OTHER ASSETS</b>		
Due from affiliates, net	197,428	112,783
Deposits	35,779	35,779
Right-of-use asset, operating	<u>158,675</u>	<u>-</u>
Total other assets	<u>391,882</u>	<u>148,582</u>
Total assets	<u>\$ 10,981,444</u>	<u>\$ 11,804,151</u>
 <b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 1,410,935	\$ 1,197,843
Current portion of operating lease liability	70,115	-
Accrued salaries, wages, and related expenses	272,611	629,977
Accrued earned time	323,901	326,707
Refundable advances	814,106	1,640,567
Other accrued expenses	<u>92,380</u>	<u>121,192</u>
Total current liabilities	<u>2,984,028</u>	<u>3,916,288</u>
<b>LONG-TERM LIABILITIES</b>		
Operating lease liability, net of current portion shown above	<u>88,560</u>	<u>-</u>
Total liabilities	<u>3,072,588</u>	<u>3,916,288</u>
<b>NET ASSETS</b>		
Without donor restrictions	6,807,730	6,738,578
With donor restrictions	<u>1,101,128</u>	<u>1,151,289</u>
Total net assets	<u>7,908,856</u>	<u>7,887,865</u>
Total liabilities and net assets	<u>\$ 10,981,444</u>	<u>\$ 11,804,151</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2023  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2023</u>	<u>2022</u>
<b>CHANGES IN NET ASSETS</b>				
<b>Revenues</b>				
Program fees	\$ 1,521,510	\$ -	\$ 1,521,510	\$ 1,398,521
Medicaid	26,006,636	-	26,006,636	25,205,438
Client resources	152,485	-	152,485	127,842
Other third party payers	-	-	-	1,173
Public support	740,362	-	740,362	723,869
Private foundations	84,532	-	84,532	45,947
Production/service income	86,290	-	86,290	86,840
Investment	41,091	-	41,091	2,798
State of New Hampshire - DDS	1,359,148	-	1,359,148	1,366,441
Management fees	54,400	-	54,400	14,400
Other	1,509,606	-	1,509,606	1,607,539
<b>Total revenues</b>	<u>31,556,060</u>	<u>-</u>	<u>31,556,060</u>	<u>30,580,604</u>
<b>Expenses</b>				
<b>Program services</b>				
Service coordination	1,399,564	-	1,399,564	1,365,412
Day programs	2,281,885	-	2,281,885	2,420,747
Early intervention	764,001	-	764,001	688,117
Enhanced family care	3,756,282	-	3,756,282	3,388,805
Community options	162,093	-	162,093	192,798
Community residences	13,480,316	-	13,480,316	12,686,886
Transportation	40,850	-	40,850	44,220
Family support	5,560,738	-	5,560,738	5,030,128
Other programs	1,638,198	-	1,638,198	1,701,785
<b>Supporting activities</b>				
General management	2,189,327	50,163	2,239,490	2,599,368
Fundraising	211,552	-	211,552	143,925
<b>Total expenses</b>	<u>31,484,906</u>	<u>50,163</u>	<u>31,535,069</u>	<u>30,239,991</u>
<b>CHANGE IN NET ASSETS</b>	71,154	(50,163)	20,991	340,613
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>6,738,576</u>	<u>1,151,289</u>	<u>7,887,865</u>	<u>7,547,252</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 6,807,730</u>	<u>\$ 1,101,126</u>	<u>\$ 7,908,856</u>	<u>\$ 7,887,865</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2023  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 886,109	\$ 1,371,871	\$ 527,358	\$ 226,707	\$ 112,697
Employee benefits	201,722	309,274	121,524	51,873	25,319
Payroll taxes	65,804	104,351	40,726	16,350	7,873
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Client treatment & therapies	83,001	-	-	3,427,821	-
Accounting/auditing	-	-	-	-	-
Legal	67,225	-	-	-	-
Subcontract services	-	-	19,320	-	-
Other professional fees	30,213	43,800	-	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	149	-	-	344	-
Conference/conventions	1,691	-	-	-	-
Other staff development	937	-	205	-	-
<b>OCCUPANCY COSTS</b>					
Rent	-	85,807	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	7,583	-	-	-
Repairs and maintenance	-	1,088	-	645	-
Other occupancy costs	34,105	29,858	27,523	12,022	2,483
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	2,202	4,671	4,358	99	32
Building/household	39	412	-	-	-
Client	857	3,278	-	7,609	-
Medical supplies	-	-	-	-	-
<b>ASSISTANCE TO INDIVIDUALS</b>	4,429	-	-	-	-
<b>PRODUCT SALES</b>	-	11,550	-	-	-
<b>EQUIPMENT RENTAL</b>	-	-	-	-	-
<b>EQUIPMENT MAINTENANCE</b>	-	330	-	415	-
<b>DEPRECIATION</b>	-	4,171	-	-	-
<b>ADVERTISING</b>	-	43	-	588	-
<b>PRINTING</b>	-	-	-	-	-
<b>TELEPHONE</b>	230	8,017	-	27	-
<b>POSTAGE</b>	-	-	-	-	-
<b>TRANSPORTATION</b>	15,518	221,442	22,987	11,077	11,484
<b>INSURANCE</b>	-	-	-	-	-
<b>MEMBERSHIP DUES</b>	-	12,498	-	-	2,125
<b>CLIENT PAYMENTS</b>	-	45,885	-	-	-
<b>CONTRIBUTIONS</b>	-	-	-	-	-
<b>OTHER</b>	5,333	16,248	-	1,105	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 1,399,584</u>	<u>\$ 2,281,985</u>	<u>\$ 764,001</u>	<u>\$ 3,756,282</u>	<u>\$ 162,093</u>

See Notes to Financial Statements.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2023  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Family Support</u>	<u>Transportation</u>	<u>Other QOS</u>	<u>General Management</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 3,930,771	\$ 1,443,384	\$ 22,999	\$ -	\$ 1,000,167
Employee benefits	758,816	316,778	5,446	-	345,821
Payroll taxes	291,717	112,121	1,739	-	102,327
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Client treatment & therapies	311,302	2,728,103	-	-	805
Accounting/auditing	-	-	-	-	121,770
Legal	-	-	-	-	4,843
Subcontract services	7,330,047	609,873	-	-	-
Other professional fees	1,716	4,973	-	-	144,037
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	-	104
Conference/conventions	197	350	-	-	6,887
Other staff development	(1,925)	-	-	-	34,551
<b>OCCUPANCY COSTS</b>					
Rent	159,500	-	-	-	-
Mortgage payments	(1,573)	-	-	-	-
Utilities	114,924	-	-	-	53,183
Repairs and maintenance	69,427	-	-	-	122,435
Other occupancy costs	198,643	12,021	-	-	(323,471)
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	15,933	-	88	-	39,746
Building/household	23,454	-	-	-	2,742
Client	109,937	11,917	-	-	10,373
Medical supplies	3,933	68	-	-	-
<b>ASSISTANCE TO INDIVIDUALS</b>	741	47,220	-	-	120
<b>PRODUCT SALES</b>	808	-	-	-	-
<b>EQUIPMENT RENTAL</b>	-	-	-	-	21,893
<b>EQUIPMENT MAINTENANCE</b>	10,022	-	-	-	23,636
<b>DEPRECIATION</b>	34,010	-	7,988	-	177,297
<b>ADVERTISING</b>	1,498	448	-	-	32,358
<b>PRINTING</b>	-	-	-	-	4,837
<b>TELEPHONE</b>	11,004	-	-	-	50,371
<b>POSTAGE</b>	131	-	-	-	19,999
<b>TRANSPORTATION</b>	102,347	203,700	2,511	-	4,562
<b>INSURANCE</b>	-	-	-	-	113,760
<b>MEMBERSHIP DUES</b>	194	68,002	-	-	57,835
<b>CLIENT PAYMENTS</b>	1,570	-	71	-	3,888
<b>CONTRIBUTIONS</b>	-	-	-	-	-
<b>OTHER</b>	1,174	1,780	-	-	62,614
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 13,480,316</u>	<u>\$ 5,560,738</u>	<u>\$ 40,850</u>	<u>\$ -</u>	<u>\$ 2,239,490</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2023  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2023 Totals</u>	<u>2022 Totals</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 145,741	\$ 9,667,804	\$ 1,053,041	\$ 10,720,845	\$ 10,546,895
Employee benefits	32,754	2,169,127	238,858	2,405,983	2,400,243
Payroll taxes	11,031	754,139	77,148	831,285	785,888
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Client treatment & therapies	-	6,550,832	24,668	6,575,500	5,887,648
Accounting/auditing	-	121,770	-	121,770	90,284
Legal	-	71,888	-	71,888	29,450
Subcontract services	-	7,959,240	83,228	8,022,468	7,287,279
Other professional fees	1,675	226,414	10,310	236,724	231,513
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	587	-	587	1,580
Conference/conventions	8,090	15,315	8,391	21,708	18,078
Other staff development	-	33,768	(1,200)	32,568	51,488
<b>OCCUPANCY COSTS</b>					
Rent	-	245,307	-	245,307	231,287
Mortgage payments	-	(1,573)	-	(1,573)	8,053
Utilities	-	175,690	-	175,690	172,981
Repairs and maintenance	-	193,595	93	193,688	178,631
Other occupancy costs	10	(7,028)	90,199	83,173	109,548
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	378	87,517	10,158	77,675	92,558
Building/household	-	28,647	109	28,756	28,282
Client	-	143,971	6,402	150,373	142,998
Medical supplies	-	4,001	-	4,001	17,113
<b>ASSISTANCE TO INDIVIDUALS</b>	-	52,510	9,918	62,428	69,153
<b>PRODUCT SALES</b>	-	12,358	-	12,358	9,133
<b>EQUIPMENT RENTAL</b>	-	21,993	-	21,993	25,553
<b>EQUIPMENT MAINTENANCE</b>	-	34,403	69	34,472	27,828
<b>DEPRECIATION</b>	-	223,464	111	223,575	242,549
<b>ADVERTISING</b>	1,698	38,631	178	36,809	74,453
<b>PRINTING</b>	2,202	7,039	-	7,039	13,520
<b>TELEPHONE</b>	-	69,649	-	69,649	65,933
<b>POSTAGE</b>	172	20,302	40	20,342	20,573
<b>TRANSPORTATION</b>	-	595,628	40,372	636,000	645,308
<b>INSURANCE</b>	-	113,760	-	113,760	112,458
<b>MEMBERSHIP DUES</b>	275	140,927	3,550	144,477	130,394
<b>CLIENT PAYMENTS</b>	-	51,424	1,391	52,815	46,465
<b>CONTRIBUTIONS</b>	-	-	-	-	41,000
<b>OTHER</b>	9,528	97,782	5,172	102,954	423,294
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 211,552</b>	<b>\$ 29,898,871</b>	<b>\$ 1,838,198</b>	<b>\$ 31,535,069</b>	<b>\$ 30,239,891</b>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

	2023	2022
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 20,991	\$ 340,613
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	223,575	242,549
Loss on disposal of assets	20,045	-
Increase in right-of-use asset, operating	(158,675)	-
Increase in operating lease liability	158,675	-
(Increase) decrease in assets:		
Certificates of deposit	(303,154)	-
Accounts receivable	(463,012)	(118,961)
Prepaid expenses	207,194	(197,948)
Increase (decrease) in liabilities:		
Accounts payable	213,092	19,732
Accrued salaries, wages, and related expenses	(357,388)	(389,752)
Accrued earned time	(2,808)	(14,785)
Refundable advances	(826,481)	817,801
Other accrued expenses	(28,832)	(55,947)
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>(1,296,734)</u>	<u>845,302</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property and equipment	<u>(366,358)</u>	<u>(32,521)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(366,358)</u>	<u>(32,521)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Increase in due from affiliates	(84,645)	(112,783)
Increase (decrease) in due to affiliates	<u>-</u>	<u>(1,635,605)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(84,645)</u>	<u>(1,748,388)</u>
<b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	(1,747,735)	(1,135,607)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>6,389,493</u>	<u>7,525,100</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 4,641,758</u>	<u>\$ 6,389,493</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

**Basis of Accounting**

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The financial statements of the Council have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Council to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions** – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Council. These net assets may be used at the discretion of the Council's management and board of directors.

**Net assets with donor restrictions** – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Council or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of June 30, 2023 and 2022, the Council had net assets with donor restrictions and net assets without donor restrictions.

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

**Certificates of Deposit**

During the year ended June 30, 2023, the Council opened a certificate of deposit account. Interest is stated at 4.02% and maturity is seven months from the issue date. Certificates of deposit are carried at fair value. Interest is accrued and recognized in income when earned.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 4.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

**Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as net assets without donor restrictions.

**Property and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**Fair Value of Financial Instruments**

FASB ASC Topic No. 820-10, Financial Instruments, 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 ASC 820-10, the Council 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, Topic 820-10 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 820-10 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 carrying amount of cash, certificates of deposit, short-term receivables and payables, and customer deposits, approximates fair value because of the short maturity of those instruments.

**Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

**Summarized Financial Information**

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

**Accrued Earned Time**

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**Revenue Recognition**

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

The Council records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2023 and 2022:

**Day Services** – The Council provides certain services which range from birth through lifespan. Examples of these services are early supports and services, respite, family support, in home supports, service coordination, employment services, supported independent living, non-medical support for the elderly in their home, and self-directed services. All revenue is recognized upon completion of the service.

**Residential Services** – The Council provides certain residential assistance through contractual arrangements with other vendor providers as well as the shared family living model and Lakes Region Community Services staffed homes with 24-hour supervision. All revenue is recognized upon completion of the service.

**Income Taxes**

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements.

**Advertising**

The Council expenses advertising costs as incurred.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Direct assignment
All other expenses	Direct assignment

**Accounting Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**New Accounting Pronouncement**

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Council elected not to restate the comparative period. The Council also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use assets of \$158,675 and operating lease liabilities of \$158,675 as of June 30, 2023. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with the Council's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Council's results of operations and cash flows.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**2. LIQUIDITY AND AVAILABILITY**

The following represents the Council's financial assets as of June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 4,641,758	\$ 6,389,493
Certificates of deposits	303,154	-
Accounts receivable:		
Medicaid	2,241,781	1,766,274
Other, net	235,754	248,249
Deposits	<u>35,779</u>	<u>35,779</u>
<b>Total financial assets</b>	<b><u>\$ 7,458,226</u></b>	<b><u>\$ 8,439,795</u></b>
Less amounts not available to be used within one year:		
Deposits	<u>\$ 35,779</u>	<u>\$ 35,779</u>
Financial assets available to meet general expenditures over the next twelve months	<b><u>\$ 7,422,447</u></b>	<b><u>\$ 8,404,016</u></b>

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$7.7 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

**3. PROPERTY AND EQUIPMENT**

As of June 30, 2023 and 2022, property and equipment consisted of the following:

	<u>2023</u>	<u>2022</u>
Buildings and improvements	\$ 4,509,825	\$ 4,195,336
Leasehold improvements	376,738	397,215
Furniture, fixtures and equipment	843,828	837,434
Vehicles	173,352	173,352
Construction in process	1,898	21,321
Land	<u>152,200</u>	<u>152,200</u>
<b>Total</b>	<b>6,057,841</b>	<b>5,776,858</b>
Less accumulated depreciation	<u>2,922,401</u>	<u>2,764,154</u>
<b>Property and equipment, net</b>	<b><u>\$ 3,135,440</u></b>	<b><u>\$ 3,012,704</u></b>

Depreciation expense for the years ended June 30, 2023 and 2022 amounted to \$223,575 and \$242,549, respectively.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**4. DEMAND NOTE PAYABLE**

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$3,000,000 and is renewable annually. The line of credit is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2023 and 2022, the interest was stated at the bank's prime rate of 8.50% and 4.75%, respectively. There was no amount outstanding on this line of credit at June 30, 2023 and 2022.

**5. NET ASSETS**

Net assets with donor restrictions consist of a building donated to the Council with restricted use for 30 years. The amount released from restriction each year is the current year depreciation on the building. The amount of net assets with donor restrictions were \$1,101,126 and \$1,151,289 for the years ended June 30, 2023 and 2022, respectively.

**6. RETIREMENT PLAN**

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2023 and 2022, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 2% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2023 and 2022 was \$89,411 and \$84,819, respectively.

**7. CONCENTRATION OF RISK**

For the years ended June 30, 2023 and 2022, approximately 82% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In May 2021, the Council was re-designated as an Area Agency for the period September 2020 through September 2025.

Medicaid receivables comprise approximately 90% and 88% of the total accounts receivable balances at June 30, 2023 and 2022, respectively.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**8. LEASE COMMITMENTS**

On July 1, 2023, the Council was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Council evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Council's right to use underlying assets for the lease term, and the lease liabilities represent the Council's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Council has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms. The weighted average interest rate was 1.74% and average lease term was 2.35 years. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Council's operating leases are described below.

The Council has entered into various operating lease agreements to rent facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$267,300 and \$256,840 for the years ended June 30, 2023 and 2022, respectively.

Lease liability maturities as of June 30, 2023 are as follows:

<u>Year Ending</u> <u>June 30:</u>	<u>Amount</u>
2024	\$ 86,324
2025	50,139
2026	32,184
2027	<u>10,374</u>
Total undiscounted lease liability	179,021
Less imputed interest	<u>(20,346)</u>
Total lease liability	<u>\$ 158,675</u>

Refer to Note 9 for information regarding a lease agreement with a related party.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**9. RELATED PARTY TRANSACTIONS**

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<b><u>Related Party</u></b>	<b><u>Function</u></b>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provides transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<b><u>Received From:</u></b>	<b><u>2023</u></b>	<b><u>2022</u></b>	<b><u>Purpose</u></b>
Genera Corporation	\$ 14,400	\$ 14,400	Management, accounting and financial services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance reimbursement
Lakes Region Community Services Foundation	\$ 40,000	\$ -	Management, accounting and financial services

<b><u>Paid To:</u></b>	<b><u>2023</u></b>	<b><u>2022</u></b>	
Genera Corporation	\$ 109,155	\$ 109,800	Rental of homes
Lakes Region Community Services Foundation	\$ 25,782	\$ -	Foundation contributions
Greater Laconia Transportation Agency	\$ -	\$ 71,000	Contribution to purchase more vehicles

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

<b><u>Due (To)/From:</u></b>	<b><u>2023</u></b>	<b><u>2022</u></b>
Genera Corporation	\$ 121,996	\$ 92,569
Greater Laconia Transit Agency	61,214	20,214
Lakes Region Community Services Foundation	<u>14,218</u>	<u>-</u>
	<b><u>\$ 197,428</u></b>	<b><u>\$ 112,783</u></b>

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

**Demand Note Payable**

The Council's demand note payable is guaranteed by Genera Corporation (see Note 4).

**Rent**

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

**Insurance Reimbursement**

The Council carries a joint liability policy with the related parties above. The Council pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

**10. CONTINGENCIES - GRANT COMPLIANCE**

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2023.

**11. CLIENT FUNDS**

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2023 and 2022, client funds held by the Council aggregated \$388,799 and \$404,125, respectively.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

**12. CONCENTRATION OF CREDIT RISK**

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2023 and 2022. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2023 and 2022, cash balances in excess of FDIC coverage aggregated \$1,211,190 and \$861,549, respectively.

**13. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK**

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

**14. RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**15. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 15, 2024, the date the June 30, 2023 financial statements were available for issuance.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2023  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ -	\$ 49,669	\$ 7,091	\$ 774,448	\$ -
Medicaid	913,377	2,610,485	850,953	3,720,898	155,435
Client resources	-	4,530	-	45,888	11,155
Other third party payers	-	-	-	-	-
Public support	156	2,214	-	-	-
Private foundations	-	-	-	-	-
Production/service income	186	87,666	(1,442)	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	168,057	-	-
Management fees	-	-	-	-	-
Other	13,148	10,211	214	-	-
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 926,865</b>	<b>\$ 2,764,775</b>	<b>\$ 1,024,873</b>	<b>\$ 4,541,234</b>	<b>\$ 168,590</b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2023  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Community Residences</u></b>	<b><u>Family Support</u></b>	<b><u>Transportation</u></b>	<b><u>Other DDS</u></b>	<b><u>General Management</u></b>
Program fees	\$ 575,672	\$ -	\$ -	\$ -	\$ 76,178
Medicaid	12,008,377	5,563,443	-	-	-
Client resources	73,946	16,968	-	-	-
Other third party payers	-	-	-	-	-
Public support	-	24,992	-	-	-
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	41,091
State of New Hampshire - DDS	178,875	108,268	-	-	903,948
Management fees	-	-	-	-	14,400
Other	739,089	630	-	-	307,752
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 13,573,959</b>	<b>\$ 5,714,299</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,343,369</b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2023  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2023 Totals</u>	<u>2022 Totals</u>
Program fees	\$ -	\$ 1,483,058	\$ 38,452	\$ 1,521,510	\$ 1,398,521
Medicaid	-	25,820,968	185,668	26,006,636	25,205,436
Client resources	-	152,485	-	152,485	127,642
Other third party payers	-	-	-	-	1,173
Public support	19,880	47,242	693,120	740,362	723,869
Private foundations	-	-	84,532	84,532	45,947
Production/service income	-	88,410	(120)	88,290	88,640
Investment	-	41,091	-	41,091	2,796
State of New Hampshire - DDS	-	1,359,148	-	1,359,148	1,388,441
Management fees	40,000	54,400	-	54,400	14,400
Other	(19,880)	1,051,182	458,444	1,509,606	1,607,539
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 40,000</b>	<b>\$ 30,995,984</b>	<b>\$ 1,460,096</b>	<b>\$ 31,558,060</b>	<b>\$ 30,580,604</b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2023**

<b>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</b>	<b>FEDERAL ASSISTANCE LISTING NUMBER</b>	<b>PASS THROUGH GRANTOR NUMBER</b>	<b>FEDERAL EXPENDITURES</b>
<b><u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u></b>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-5000734-42106802	\$ 4,161
Promoting Safe and Stable Families	93.558	102-5000734-42107308	5,191
Temporary Assistance for Needy Families	93.658	102-5000734-45030353	87,039
Temporary Assistance for Needy Families	93.558	102-5000734-45030205	<u>36,621</u>
			133,660
Maternal & Child Health Services Block Grant for States	93.894	102-5000734-90004009	6,289
Social Services Block Grant	93.667	102-5000734-42106603	77,536
Department of Health and Human Services, Office of Human Services			
Social Services Block Grant	93.667	05-95-48-481010-9255	<u>135,889</u>
			213,425
Activities to Support (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH750T000031	<u>219,993</u>
<b>AGING CLUSTER</b>			
Special Programs for Aging, Title III, B	93.044	05-95-48-481010-7872	<u>14,022</u>
Department of Health and Human Services, Div of LT Support & Services, BDS			
<b>MEDICAID CLUSTER</b>			
Medical Assistance Program	93.778		<u>738,121</u>
<b>DIRECT FUNDING</b>			
Provider Relief Funds	93.498		<u>288,949</u>
Total U.S. Department of Health and Human Services			<u>\$ 1,623,811</u>
<b><u>U.S. DEPARTMENT OF EDUCATION</u></b>			
Department of Health and Human Services, Office of Human Services, Division of Long Term Supports and Services			
Special Education - Grants for Infants and Families	84.181A	05-95-93-930010-7852	<u>\$ 113,607</u>
Total U.S. Department of Education			<u>\$ 113,607</u>
<b><u>U.S. DEPARTMENT OF JUSTICE</u></b>			
Passed through State of New Hampshire Department of Justice			
Crime Victims Assistance	16.575		<u>\$ 123,898</u>
Total U.S. Department of Justice			<u>\$ 123,898</u>
Total expenditures of federal awards			<u>\$ 1,861,316</u>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2023**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Lakes Region Community Services Council, Inc. under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Lakes Region Community Services Council, Inc., it is not intended to and does not present the financial position, change in net assets, or cash flows of Lakes Region Community Services Council, Inc.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amount reported as expenditures in prior years.

**NOTE 3 INDIRECT COST RATE**

Lakes Region Community Services Council, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under Uniform Guidance.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

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

To the Board of Directors of  
Lakes Region Community Services Council, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lakes Region Community Services Council, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2023, and have issued our report thereon dated January 15, 2024.

**Report on Internal Control over Financial Reporting**

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

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

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

**Report on Compliance and Other Matters**

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

**Purpose of this Report**

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

*Leane McDermott ? Roberts*  
*Professional Accountant*

Wolfeboro, New Hampshire  
January 15, 2024

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

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

To the Board of Directors of  
Lakes Region Community Services Council, Inc.

**Opinion on Each Major Federal Program**

We have audited Lakes Region Community Services Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lakes Region Community Services Council, Inc.'s major federal programs for the year ended June 30, 2023. Lakes Region Community Services Council, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Lakes Region Community Services Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

**Basis for Opinion on Each Major Federal Program**

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

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

### **Responsibilities of Management for Compliance**

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

### **Auditors' Responsibilities for the Audit of Compliance**

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

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

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

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

**Report on Internal Control over Compliance**

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

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

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

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

*Leone McDaniel & Roberts  
Professional Association*

Wolfeboro, New Hampshire  
January 15, 2024

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2023**

**A. SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Lakes Region Community Services Council, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Lakes Region Community Services Council, Inc., which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Lakes Region Community Services Council, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The program tested as major programs was: U.S. Department of the Health and Human Services, Provider Relief Fund, ALN 93.498 and Medical Assistance Program, ALN 93.778.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Lakes Region Community Services Council, Inc. was determined to be a low-risk auditee.

**B. FINDINGS – FINANCIAL STATEMENTS AUDIT**

None

**C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT**

None

**Lakes Region Community Services  
Board of Directors 2023 – 2024 / Board List & Affiliation**

**Carrie Chase, President  
United Postal Service**

**Gary Lemay, Vice President  
NH Electrical Corporative**

**Jeanin Onos, Treasurer  
Bank of New Hampshire**

**Lynn Hilbrunner, Secretary  
NH Veterans Home**

**R. Stuart Wallace, Past President  
NH Technical Institute**

**Margaret Selig, At-Large  
Retired**

**DIRECTORS**

**Randy Perkins  
Eversource**

**Richard Crocker  
Retired**

**Thomas Costigan Jr.  
Speare Memorial Hospital**

**Kurt Christensen  
Owl's Nest Resort & Golf Club**

**Kirk Beattie  
Laconia City Manager**

**Emily Fortson  
Bank of New Hampshire**

**Eric Adams  
Laconia Police Department**

**Marti Ilg  
Self Employed Consultant**

**Matthew Canfield, *Director Emeritus*  
Laconia Police Department**

**New Hampshire Department of Justice**

**Lakes Region Community Services Council  
FY25**

**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Siohban Balazs	ACERT Coordinator	\$52,474.50	100%	52,474.50
Rebecca Bryant	CEO	155,250.05	0	
Shelley Kelleher	CFO	144,900.06	0	
Erin Pettengill	VP of Family Resource	87,975.32	0	

**Education**

Lesley University Cambridge, MA Psychology B.A., 2015

**Skills & Abilities**

Public Speaking, Motivational Interviewing, Trauma-Informed Care, Caseload Management, Early Childhood Development, Family-Led Practice, Advocacy, Family Goal Planning, Reflective Practice, Prenatal Support, Cultural Humility

**Experience**

ACERT Coordinator/Family Support Specialist

Lakes Region Community Services, Family Resource Center

March 2021 – Present

- Connects with families referred to ACERT by Police Department entities using a strength-based approach. Provides individualized referrals and information to each family based on the concerns families self-report. Coordinates with ACERT network during monthly ACERT Steering Committee meetings. Maintains data for DOJ tracking and ACERT program performance measurements. Works in tandem with participating Police Departments and GTA-FRC ACERT program.

Program Manager/Supervisor/Family Assessment Worker

BM-CAP Healthy Families America

May 2017 – March 2021

- Oversees Evidence Based Family Home Visiting Program. Translates HFA Best Practice Standards into dynamic approaches to work with families via supervision of staff using Clinical, Administrative, and Reflective components. Ensures work with families is captured accurately in confidential electronic files. Maintains timely data reports to National and NH State entities. Brought Belknap County HFA program through first successful reaccreditation in NH (March 2020). Processes intakes as community service, providing community referrals and resources to all families contacted.

Family Support Specialist/Family Resource Specialist

BM-CAP Healthy Families America

March 2015 – May 2017

- Offered parent-centered advocacy alongside child-centered developmental education. Ensured safety of children through home-based visits and reported in cases of suspected child abuse/neglect. Integral team member in seeing program through first accreditation process. Cultivated ongoing professional development.

Intern

Community Bridges: Forensic Department

December 2014 – May 2015

- Updated consumer information via HRST, AWARDS, and DocSTAR. Verified consumer's ISP and Behavioral Plan goals were documented properly.

**Leadership**

Child Fatality Review Committee Member: October 2020 – Present

Welfare Collaboration Workgroup, founding member: November 2019 – Present

Creative Self-Care Parent Art Group: October 2019 – Present (pending COVID)

National HFA Outstanding Supervisor Award Winner: September 2019

ACERT Workgroup: December 2018 – Present

Presenter, 2<sup>nd</sup> Annual MIECHV All Grantee Meeting, Washington D.C.: Sept. 2017

Thrive Committee Member: September 2016- 2018

Human Rights Committee: July 2015-2017

Yoga-asana/Yoga Philosophy Instructor: May 2009 - Present

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 Granite United Way		1.4. Grantee Address 125 Airport Road Concord, NH 03301	
1.5. Grantee Phone # (603) 625-6939	1.6. Account Number 02-20-20-201510-5021 -072-500575	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$118,695
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  479837A116D145F...		1.12. Name & Title of Grantee Signor 1 Patrick Tufts                      President	
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: 5 / 7 / 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 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. 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.

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**EXHIBIT A**

**-SPECIAL PROVISIONS-**

Granite United Way 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](http://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.

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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.

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.

**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").

**EXHIBIT A**

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>.

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**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.

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**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."

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**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](http://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

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**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**

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**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.

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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 for direct victim services by the subrecipient through a collaboration to include Concord Police Department, Riverbend Community Mental Health, and Merrimack County Human Services using an adverse childhood experiences response, which is a coordinated system of support focused specifically on responding and providing services to children affected by trauma as the result of crime.
2. The Subrecipient shall be reimbursed by the DOJ based on 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 15<sup>th</sup> 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 \$118,695 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**

**-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-**

I, Patrick Tufts [responsible official], certify that

Granite United Way [Subrecipient] has completed the EEO reporting tool certification within the last two years at: [https://ojp.gov/about/ocr/faq\\_eeop.htm](https://ojp.gov/about/ocr/faq_eeop.htm) on

4/23/24 [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 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.

**EEOP Training Requirements for Subrecipients**

PAM BAILEY [official that completed training] has completed

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

5/2/24 [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.

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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;

**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.

Patrick Tufts

President

\_\_\_\_\_  
 Name of Authorized Signor  
 Patrick Tufts  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title of Authorized Signor  
 4/29/2024  
 \_\_\_\_\_  
 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**

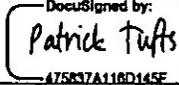
A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is 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.

---

Granite United Way (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.

Granite United Way (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: Patrick Tufts President

Signature:  \_\_\_\_\_  
475837A118D145E

Subrecipient Initials   
Date 4/29/2024

**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**

DS  
PT

**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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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

DS  
PT

**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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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;

Subrecipient Initials DS  
PT  
Date 4/29/2024

**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.

Patrick Tufts

President

Name of Authorized Signor

Title of Authorized Signor

Patrick Tufts

4/29/2024

476837A116D145F...

Signature

Date

Granite United Way, 125 Airport Road, Concord, NH 03301

Name and Address of Agency

PT

**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

Patrick Tufts.

President

<b>Name of Authorized Signor</b> <small>DocuSigned by:</small> Patrick Tufts	<b>Title of Authorized Signor</b> 4/29/2024
<b>Signature</b> <small>475837A118D7143F...</small>	<b>Date</b>

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.

- The Unique Entity ID (SAM) number for your entity is: **pbs1a6215f3**
- 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:**

- 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:**

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

**EXHIBIT G**  
**Certification**

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

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# 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 GRANITE UNITED WAY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1927. 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: 65650

Certificate Number: 0006672302



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th 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, Kathy Bizarro-Thunberg, hereby certify that:

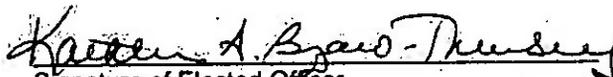
1. I am a duly elected Secretary of Granite United Way.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on September 24, 2020, at which a quorum of the Directors were present and voting.

**VOTED:** That Patrick Tufts, President & CEO, is duly authorized on behalf of Granite United Way to enter into contracts or agreements with the State 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 judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4/18/24



Signature of Elected Officer

Name: Kathy Bizarro-Thunberg

Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2024

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 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).

<b>PRODUCER</b> THE ROWLEY AGENCY LLC 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		<b>CONTACT NAME:</b> Alyssa Woods <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> awoods@rowleyagency.com <b>FAX (A/C, No):</b> (603) 224-8012	
<b>INSURED</b> Granite United Way 22 Concord Street Floor 2 Manchester NH 03101		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hanover Ins - Bedford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 24-25 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHV900337108	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			ZHV900337108	1/1/2024	1/1/2025	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV9003210	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			3A States: NH, VT WHV8996802	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Covering operations of the named insured during the policy period.

**CERTIFICATE HOLDER****CANCELLATION**

NH 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 Alyssa Woods/AW
--	--

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# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Granite United Way**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC    
  C Corporation    
  S Corporation    
  Partnership    
  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) ▶ **non-profit corporation**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**22 Concord Street, Floor 4**

Requester's name and address (optional)

6 City, state, and ZIP code

**Manchester, NH 03101**

7 List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

OR

Employer identification number									
0	2		-	6	0	0	6	0	3

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Cynthia Reed, CFO*

Date ▶

*1/2/2024*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**GRANITE UNITED WAY**

**FINANCIAL REPORT**

**JUNE 30, 2023**

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**NATHAN WECHSLER & COMPANY**  
**PROFESSIONAL ASSOCIATION**  
**CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS**

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Granite United Way  
Manchester, New Hampshire 03101

**Report on the Audit of the Financial Statements**

**Opinion**

We have audited the financial statements of Granite United Way, which comprise the statement of financial position as of June 30, 2023 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Granite United Way 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 (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Granite United Way 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.

**Emphasis of Matter**

As discussed in Note 2 to the financial statements, on July 1, 2022, the Company adopted FASB ASC 842, Leases. Our opinion is not modified with respect to this matter.

**Responsibilities of Management for the Financial Statements**

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

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite United Way's ability to continue as a going concern for one year after the date that the financial statements are issued.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

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

In performing an audit in accordance with GAAS, we:

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

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

### ***Report on Summarized Comparative Information***

We have previously audited Granite United Way's June 30, 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 22, 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 Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants 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 information is fairly stated in all material respects in relation to the financial statements as a whole.

*Nathan Wechsler & Company*

Concord, New Hampshire  
March 7, 2024

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION

June 30, 2023 with comparative totals as of June 30, 2022

	ASSETS			2022
	2023		Total	
	Without Donor/ Time Restrictions	With Donor/ Time Restrictions		
<b>CURRENT ASSETS</b>				<b>Total</b>
Cash	\$ -	\$ 848,587	\$ 848,587	\$ 3,695,478
Prepaid and reimbursable expenses	63,369	-	63,369	78,779
Investments	738,932	207,341	946,273	951,443
Accounts and rent receivable	87,559	-	87,559	36,884
Contributions and grants receivable, net of allowance for uncollectible contributions 2023 \$499,827; 2022 \$465,181	-	3,414,457	3,414,457	2,055,943
<i>Total current assets</i>	<u>889,860</u>	<u>4,470,385</u>	<u>5,360,245</u>	<u>6,818,527</u>
<b>OTHER ASSETS</b>				
Property and equipment, net	1,140,811	-	1,140,811	1,182,928
Operating lease, right-of-use assets	411,830	-	411,830	-
Investments - endowment	12,495	233,821	246,316	235,142
Beneficial interest in assets held by others	-	2,689,430	2,689,430	2,667,867
<i>Total other assets</i>	<u>1,565,136</u>	<u>2,923,251</u>	<u>4,488,387</u>	<u>4,085,937</u>
<i>Total assets</i>	<u>\$ 2,454,996</u>	<u>\$ 7,393,636</u>	<u>\$ 9,848,632</u>	<u>\$ 10,904,464</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Current maturities of long-term debt	\$ 15,756	\$ -	\$ 15,756	\$ 15,016
Allocations payable to partner agencies	32,602	-	32,602	32,602
Donor-designations payable	351,238	299,669	650,907	882,907
Accounts payable	602,964	-	602,964	435,762
Accrued expenses	211,671	-	211,671	199,767
Current portion operating lease liabilities	124,745	-	124,745	-
Funds held for others	9,337	-	9,337	12,142
<i>Total current liabilities</i>	<u>1,348,313</u>	<u>299,669</u>	<u>1,647,982</u>	<u>1,578,196</u>
<b>LONG-TERM LIABILITIES</b>				
Operating lease liabilities, less current portion	290,021	-	290,021	-
Note payable, less current portion	141,258	-	141,258	157,251
<i>Total long-term liabilities</i>	<u>431,279</u>	<u>-</u>	<u>431,279</u>	<u>157,251</u>
<i>Total liabilities</i>	<u>1,779,592</u>	<u>299,669</u>	<u>2,079,261</u>	<u>1,735,447</u>
<b>COMMITMENTS (See Notes)</b>				
<b>NET ASSETS:</b>				
Without donor/ time restrictions	675,404	-	675,404	1,833,039
With donor/ time restrictions (Note 9)	-	7,093,967	7,093,967	7,335,978
<i>Total net assets</i>	<u>675,404</u>	<u>7,093,967</u>	<u>7,769,371</u>	<u>9,169,017</u>
<i>Total liabilities and net assets</i>	<u>\$ 2,454,996</u>	<u>\$ 7,393,636</u>	<u>\$ 9,848,632</u>	<u>\$ 10,904,464</u>

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended June 30, 2023 with comparative totals for the year ended June 30, 2022

	2023			2022
	Without Donor/ Time Restrictions	With Donor/ Time Restrictions	Total	Total
Support and revenues:				
Campaign revenue:				
Total contributions pledged	\$ -	\$ 5,614,397	\$ 5,614,397	\$ 6,599,672
Restricted contributions pledged	-	3,232,903	3,232,903	1,878,594
Less donor designations	-	(887,939)	(887,939)	(1,544,281)
Less provision for uncollectible pledges	-	(301,180)	(301,180)	(280,293)
Add prior years' excess provision for uncollectible pledges taken into income in current year	45,358	-	45,358	20,432
<i>Net campaign revenue</i>	45,358	7,658,181	7,703,539	6,674,124
Support:				
Grant revenue	-	4,491,561	4,491,561	9,489,106
Sponsors and program revenue	-	334,485	334,485	141,950
Contributed non-financial assets	40,398	-	40,398	471,066
<i>Total support</i>	85,756	12,484,227	12,569,983	16,776,246
Other revenue:				
Rental income	100,681	-	100,681	98,131
Administrative fees	81,229	-	81,229	64,677
Miscellaneous income	8,610	-	8,610	3,591
<i>Total support and revenues</i>	276,276	12,484,227	12,760,503	16,942,645
Net assets released from restrictions:				
For satisfaction of time restrictions	3,101,964	(3,101,964)	-	-
For satisfaction of program restrictions	9,656,264	(9,656,264)	-	-
	13,034,504	(274,001)	12,760,503	16,942,645
Expenses:				
Program services	13,529,466	-	13,529,466	13,659,882
Support services:				
Management and general	433,692	-	433,692	539,397
Fundraising	395,656	-	395,656	440,247
<i>Total expenses</i>	14,358,814	-	14,358,814	14,639,526
<i>Increase (decrease) in net assets       before non-operating activities</i>	(1,324,310)	(274,001)	(1,598,311)	2,303,119
Non-operating activities:				
Change in value of beneficial interest in trusts, net of fees 2023 \$17,560; 2022 \$15,185	-	21,563	21,563	(368,827)
Realized and unrealized gains (losses) on investments	(9,195)	5,607	(3,588)	(85,989)
Inherent contribution, Seacoast Region (Note 1)	-	-	-	861,057
Investment income, net	175,870	4,820	180,690	154,085
<i>Total non-operating activities</i>	166,675	31,990	198,665	560,326
<i>Net increase (decrease) in net assets</i>	(1,157,635)	(242,011)	(1,399,646)	2,863,445
Net assets, beginning of year	1,833,039	7,335,978	9,169,017	6,305,572
<i>Net assets, end of year</i>	\$ 675,404	\$ 7,093,967	\$ 7,769,371	\$ 9,169,017

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended June 30, 2023 with comparative totals for the year ended June 30, 2022

	2023										2022	
	Grants and awards	Salaries, employee benefits and leave	Occupancy	Technology and telephone expense	United Way Worldwide dues and other dues and subscriptions	Campaign, communications and printing	Professional services and subcontractors	Conferences, travel and staff development	Supplies, office expenses, insurance, and other	Depreciation and amortization	Total	Total
<b>Program services</b>												
Ukraine Relief Fund	\$ 1,735,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,735,979	\$ 720,393
Community impact grants	1,665,801	-	-	-	-	-	-	-	-	-	1,665,801	1,378,246
Preschool Development	500,155	334,542	-	149	-	268	298,201	65,693	244,361	-	1,443,369	358,706
Public Health Network	280	761,973	14,794	21,727	-	6,542	291,868	26,661	105,567	-	1,229,412	1,264,008
Recovery Friendly Workplace	-	323,134	-	-	-	101,504	-	49,479	679,405	-	1,152,522	583,605
211 New Hampshire	-	\$23,997	-	128,428	6,267	1,168	-	2,410	186,005	-	845,275	1,107,518
Home for All	-	96,823	2,425	-	-	-	291,968	-	15,808	-	406,224	114,567
Whole Village Family Resource Center	-	74,543	73,311	10,240	-	-	117,333	403	74,358	31,897	382,487	447,583
Department of Justice	-	59,380	-	-	-	-	273,221	-	8,291	-	340,892	538,818
Work United Program	-	158,002	-	-	-	-	-	63,403	-	-	221,405	193,493
ARPA - Support for Grieving Children	181,174	-	-	-	-	-	-	-	-	-	181,174	258,818
Volunteer Income Tax Assistance	-	115,095	-	-	-	-	17,304	-	24,115	-	156,514	171,670
Literacy	-	-	-	-	-	-	-	-	36,462	-	36,462	96,293
NH Camps COVID testing	-	-	-	-	-	-	-	-	-	-	-	3,408,777
Other program services	321,090	1,959,441	191,218	128,789	101,248	83,293	610,396	45,941	218,272	72,262	3,731,950	3,037,393
<b>Total program services</b>	<b>4,404,479</b>	<b>4,403,530</b>	<b>281,748</b>	<b>289,333</b>	<b>107,515</b>	<b>191,775</b>	<b>1,900,293</b>	<b>253,990</b>	<b>1,592,644</b>	<b>104,159</b>	<b>13,529,466</b>	<b>13,659,882</b>
<b>Supporting Services</b>												
Management and general	-	280,386	27,371	18,435	14,493	-	47,746	6,576	28,341	10,344	433,692	539,397
Fundraising	-	203,207	19,832	13,361	10,503	124,940	1,233	4,766	9,812	7,497	395,656	440,242
<b>Total supporting services</b>	<b>-</b>	<b>483,593</b>	<b>47,203</b>	<b>31,796</b>	<b>24,996</b>	<b>124,940</b>	<b>49,479</b>	<b>11,342</b>	<b>38,153</b>	<b>17,841</b>	<b>829,348</b>	<b>979,644</b>
<b>Total functional expenses</b>	<b>\$ 4,404,479</b>	<b>\$ 4,887,123</b>	<b>\$ 328,956</b>	<b>\$ 321,129</b>	<b>\$ 132,511</b>	<b>\$ 316,715</b>	<b>\$ 1,949,772</b>	<b>\$ 265,332</b>	<b>\$ 1,630,797</b>	<b>\$ 122,000</b>	<b>\$ 14,358,814</b>	<b>\$ 14,639,526</b>

See Notes to Financial Statements.

**GRANITE UNITED WAY**

**STATEMENTS OF CASH FLOWS**  
**Years Ended June 30, 2023 and 2022**

	2023	2022
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from donors	\$ 7,726,692	\$ 9,611,551
Cash received from grantors	4,285,526	9,038,682
Administrative fees	81,229	64,677
Other cash received	58,616	141,568
Cash received from trusts	131,695	156,821
Designations paid	(1,119,939)	(1,245,598)
Cash (paid) received for funds held for others	(2,805)	2,473
Cash paid to agencies	(1,553,805)	(1,298,739)
Cash paid to partners and vendors	(12,354,276)	(12,992,806)
<i>Net cash provided by (used in) operating activities</i>	<b>(2,747,067)</b>	<b>3,478,629</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(79,883)	(113,314)
Purchases of investments	(15,154)	(576,549)
Proceeds from sale of investments	10,466	-
<i>Net cash used in investing activities</i>	<b>(84,571)</b>	<b>(689,863)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayments of long-term debt	<b>(15,253)</b>	<b>(14,391)</b>
<i>Net increase (decrease) in cash</i>	<b>(2,846,891)</b>	<b>2,774,375</b>
Cash, beginning of year	<b>3,695,478</b>	<b>921,103</b>
<i>Cash, end of year</i>	<b>\$ 848,587</b>	<b>\$ 3,695,478</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash payments for:		
Interest expense	\$ 6,897	\$ 8,071
<b>SUPPLEMENTAL DISCLOSURE OF NON CASH INVESTING ACTIVITIES</b>		
Inherent contribution of investments	\$ -	\$ 861,057

# GRANITE UNITED WAY

## NOTES TO FINANCIAL STATEMENTS

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### *Note 1. Nature of Activities*

Granite United Way is the result of several New Hampshire United Ways merging together to create a single, efficient organization that covers most of New Hampshire and Windsor County, Vermont. Granite United Way improves lives by mobilizing the caring power of their communities. More than fundraisers, Granite United Way is a partner in change, working with a broad range of people and organizations to identify and resolve pressing community issues. Granite United Way works closely with volunteer leadership to invest donor dollars to help the community learn, earn and be healthy. By focusing on these investment initiatives, Granite United Way is helping people in new and strategic ways.

Granite United Way conducts annual campaigns in the fall of each year to support hundreds of local programs, primarily in the subsequent year, while the State Employee Charitable Campaign, managed by Granite United Way, is conducted in May and June. Campaign contributions are used to support local health and human services programs, collaborations and to pay Granite United Way's operating expenses. Donors may designate their pledges to support a region of Granite United Way, a Community Impact area, other United Ways or to any health and human service organization having 501(c)(3) tax-exempt status. Amounts pledged to other United Ways or agencies are included in the total contributions pledged revenue and as designations expense. The related amounts receivable and payable are reported as an asset and liability in the statement of financial position. The net campaign results are reflected as with donor restrictions in the accompanying statement of activities and changes in net assets, as the amounts are to be collected in the following year. Prior year campaign results are reflected as net assets released from restrictions in the current year statement of activities and changes in net assets.

Granite United Way invests in the community through three different vehicles:

June 30,	2023	2022
Community Impact Awards to partner agencies	\$ 1,665,801	\$ 1,378,246
Donor designated gifts to Health and Human Service agencies	887,939	1,544,281
Granite United Way Program services	11,863,665	12,281,636
<i>Total</i>	<u>\$ 14,417,405</u>	<u>\$ 15,204,163</u>

During the prior year, the United Way on the Seacoast of NH was merged into the Granite United Way from United Way of Massachusetts Bay and Merrimack Valley. This resulted in a one-time inherent contribution of \$861,057, which was comprised of New Hampshire Charitable Fund agency endowment funds. No other assets or liabilities were assumed as part of this transaction.

### *Note 2. Summary of Significant Accounting Policies*

**Basis of accounting:** The financial statements of Granite United Way (the "United Way") have been prepared on the accrual basis. Under the accrual basis, revenues and gains are recognized when earned and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

## GRANITE UNITED WAY

### NOTES TO FINANCIAL STATEMENTS

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**Estimates and assumptions:** The United Way prepares its financial statements in accordance with generally accepted accounting principles. 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 revenue and expenses. Accordingly, actual results could differ from those estimates.

**Cash and cash equivalents:** For the purposes of reporting cash flows, the United Way considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The United Way had no cash equivalents at June 30, 2023 and 2022.

**Net assets:** The United Way reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

*Net assets without donor/ time restrictions:* Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion. For example, the Board has designated a portion of net assets without donor restrictions as a quasi-endowment (an amount to be treated by management as if it were part of the donor restricted endowment) for the purpose of securing the United Way's long-term financial viability.

The United Way has board designated net assets of \$12,495 and \$11,747 for endowment at June 30, 2023 and 2022, respectively.

*Net assets with donor/ time restrictions:* Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions.

The United Way reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the United Way to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy.

**Contributions receivable:** Campaign pledge contributions are generally paid within one year. The United Way provides an allowance for uncollectible pledges at the time campaign results are recorded. Provisions for uncollectible pledges have been recorded in the amount of \$301,180 and \$280,293 for the campaign periods ended June 30, 2023 and 2022, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both of the years ended June 30, 2023 and 2022.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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**Investments:** The United Way's investments in marketable equity securities and all debt securities are reported at their fair value based upon quoted market prices in the accompanying statement of financial position. Unrealized gains and losses are included in the changes in net assets in the accompanying statement of activities. The United Way's investments do not have a significant concentration of credit risk within any industry, geographic location, or specific location.

**Revenue recognition - contributions:** The United Way recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give as of June 30, 2023.

**Functional allocation of expenses:** The statement of functional expenses presents expenses by function and natural classification. Expenses directly attributable to a specific functional area of the United Way are reported as expenses of those functional areas. A portion of general and administrative costs that benefit multiple functional areas (indirect costs) have been allocated across programs and other supporting services based on estimates of time and effort.

**Property and equipment:** Property and equipment are carried at cost, if purchased and fair value if contributed. Maintenance, repairs, and minor renewals are expensed as incurred, and major renewals and betterments are capitalized. The United Way capitalizes additions of property and equipment in excess of \$2,500.

Depreciation of property and equipment is computed using the straight-line method over the following useful lives:

	Years
Building and building improvements .....	5-31½
Leasehold improvements .....	15
Furniture and equipment.....	3-10

**Operating measure:** The United Way has presented the statement of activities and changes in net assets based on an intermediate measure of operations. The measure of operations includes all revenues and expenses that are an integral part of the United Way's programs and supporting activities and net assets released from restrictions to support operating activities. Non-operating activities are limited to resources outside of those programs and services and are comprised of investment return, the changes in fair value of the beneficial interest in trusts, and gains and losses on sales and dispositions of assets.

**Concentrations of credit risk:** Financial instruments which potentially subject the United Way to concentrations of credit risk, consist primarily of contributions receivable, substantially all of which are from individuals, businesses, or not-for-profit organizations. Concentrations of credit risk are limited due to the large number of donors comprising the United Way's donor base. As a result, at June 30, 2023, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

## GRANITE UNITED WAY

### NOTES TO FINANCIAL STATEMENTS

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In addition, the United Way maintains cash accounts with several financial institutions insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2023, there was approximately \$205,000 included in cash in excess of federally insured limits.

**Income taxes:** The United Way is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The United Way is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The United Way has adopted the provisions of FASB ASC 740 Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the United Way's tax positions and concluded the United Way had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements.

With few exceptions, the United Way is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2020.

**Leases:** 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 statement of financial position. 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.

The Organization has adopted the standard effective July 1, 2022, and recognized and measured leases existing at, or entered into after, July 1, 2022 (the beginning of the period of adoption) through a cumulative effect adjustment, with certain practical expedients available. Leases disclosures for the year ended June 30, 2022 are made under prior lease guidance in FASB ASC 840.

The Organization includes lease extension and termination options in the lease term if, after considering relevant economic factors, it is reasonably certain the Organization will exercise the option. In addition, the Organization has elected to account for any non-lease components in its real estate leases as part of the associated lease component. The Organization has also elected not to recognize leases with original lease terms of 12 months or less (short-term leases) on the Organization's statement of financial position.

For leases with a lease term greater than one year, the Organization recognizes a lease asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Organization determines whether an arrangement is or contains a lease at contract inception. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Organization uses its incremental borrowing rate for a period comparable with that of the lease term. The Organization considers the lease term to be the noncancelable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease if the Organization is reasonably certain to exercise the option, (2) terminate the lease if the Organization is reasonably certain not to exercise that option, and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor.

NOTES TO FINANCIAL STATEMENTS

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The operating lease right-of-use assets also include any lease payments made and exclude lease incentives received or receivable. Lease expense is recognized on a straight-line basis over the expected lease term. Variable lease expenses are recorded when incurred.

The Organization 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.

**Change in accounting principle:** On July 1, 2022, the Organization adopted ASU 2016-02 "Leases (Topic 842)" and subsequent amendments thereto, which requires the Organization to recognize most leases on the statement of financial position. Adopting the leasing standard resulted in the recognition of operating right-of-use assets of \$544,416, and operating lease liabilities of \$544,416 as of July 1, 2022. These amounts were determined based on the present value of remaining lease payments, discounted using the Organization's incremental borrowing rate as of the date of adoption. There was no material impact to the timing of expense or income recognition in the Organization's statements of activities. Prior periods were not restated and continue to be presented under legacy GAAP. Disclosures about the Organization's leasing activities are presented in Note 12 - Leases.

**Note 3. Fair Value Measurements**

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1 - inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at Level 1 fair value generally are securities listed in active markets. The United Way has valued their investments listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 - inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2023:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Money market funds	\$ 39,703	\$ 153,577	\$ -
Mutual funds:			
Domestic equity	79,727	-	-
Fixed income	215,000	-	-
Other	15,422	-	-
Fixed income funds	649,937	-	-
Corporate bonds	-	133,718	-
Beneficial interest in assets held by others	-	-	2,689,430
<i>Total</i>	<u>\$ 999,789</u>	<u>\$ 287,295</u>	<u>\$ 2,689,430</u>

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2022:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Money market funds	\$ 16,765	\$ 153,577	\$ -
Mutual funds:			
Domestic equity	70,678	-	-
Fixed income	234,586	-	-
Fixed income funds	677,216	-	-
Corporate bonds	-	156,984	-
Beneficial interest in assets held by others	-	-	2,667,867
<i>Total</i>	<u>\$ 999,245</u>	<u>\$ 310,561</u>	<u>\$ 2,667,867</u>

All assets have been valued using a market approach, except for the beneficial interest in assets held by others, and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. Prices may be indicated by pricing guides, sales transactions, market trades, or other sources.

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at June 30, 2023 and 2022.

GAAP requires disclosure of an estimate of fair value for certain financial instruments. The United Way's significant financial instruments include cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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**Note 4. Property and Equipment**

Property and equipment, at cost, at June 30,	2023	2022
Land, buildings and building improvements	\$ 1,479,446	\$ 1,440,636
Leasehold improvements	5,061	5,061
Furniture and equipment	294,244	484,117
<i>Total property and equipment</i>	<u>1,778,751</u>	<u>1,929,814</u>
Less accumulated depreciation	(637,940)	(746,886)
<i>Total property and equipment, net</i>	<u>\$ 1,140,811</u>	<u>\$ 1,182,928</u>

**Note 5. Endowment Funds Held by Others**

**Agency endowed funds:** The United Way is a beneficiary of various agency endowment funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the United Way.

In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The New Hampshire Charitable Foundation's charitable distribution rate is currently 4% of the fund's average market value of the trailing 20 calendar quarters.

The estimated value of the future distributions from the funds is included in these financial statements as required by FASB ASC 958-605, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way.

The United Way received \$100,253 and \$123,241 from the agency endowed funds during the years ended June 30, 2023 and 2022, respectively.

**Designated funds:** The United Way is also a beneficiary of eight designated funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of the United Way. In accordance with its spending policy, the Foundation makes distributions from the funds to the United Way. The New Hampshire Charitable Foundation's charitable distribution rate is currently 4% of the fund's average market value of the trailing 20 calendar quarters.

These funds are not included in these financial statements, since although all property in these funds was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way, The New Hampshire Charitable Foundation may redirect funds to another organization.

The United Way received \$31,442 and \$33,580 from the designated funds during the years ended June 30, 2023 and 2022, respectively. The market value of these fund's assets amounted to approximately \$806,000 and \$801,000 at June 30, 2023 and 2022, respectively.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

**Note 6. Long-term Debt and Line of Credit**

Long-term debt at June 30,	2023	2022
Mortgage financed with a local bank. Interest rate at the 5-year Federal Home Loan Classic Advance Rate plus 2.5% (4.11% at June 30, 2023). Due in monthly installments of principal and interest of \$1,908 through December, 2031. Collateralized by the United Way's building located in Plymouth, NH.	\$ 157,014	\$ 172,267
Less portion payable within one year	15,756	15,016
<i>Total long-term debt</i>	<u>\$ 141,258</u>	<u>\$ 157,251</u>

The scheduled maturities of long-term debt at June 30, 2023 were as follows:

<u>Year Ending June 30,</u>		
2024	\$	15,756
2025		16,532
2026		17,347
2027		18,202
2028		19,099
Thereafter		70,078
<i>Total</i>	<u>\$</u>	<u>157,014</u>

The mortgage note contains a financial covenant for debt service coverage, which is tested annually based on the year-end financial statements.

The United Way has a revolving line-of-credit with Citizen's Bank with a maximum borrowing limit of \$250,000. The line-of-credit is subject to annual review and renewal. The line-of-credit agreement bears interest equal to the Wall Street Journal prime rate plus 0.25% (8.50% as of June 30, 2023) and is secured by all assets of the United Way. At June 30, 2023 and 2022, there were no amounts outstanding on this line-of-credit agreement.

**Note 7. Funds Held for Others**

The United Way held funds for others for the following projects:

June 30,	2023	2022
Work United Loan Default Program	\$ 5,695	\$ 6,471
Concord Multicultural Festival	2,257	4,286
Get Moving Manchester	1,140	1,140
Better Together Lakes Region	245	245
<i>Total</i>	<u>\$ 9,337</u>	<u>\$ 12,142</u>

**Note 8. Endowment Funds**

The United Way's endowment consists of nine individual funds established for youth programs, Whole Village Resource Center, and general operating support. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including 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.

*Interpretation of Relevant Law:* The United Way is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Directors appropriates such amounts for expenditures. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Directors of the United Way has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund unless a donor stipulates the contrary.

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the United Way considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument.

The United Way has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law.

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

*Underwater Endowment Funds:* From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the United Way to retain as a fund of perpetual duration. The United Way did not have any funds with deficiencies of this nature as of June 30, 2023 and 2022.

*Investment Return Objectives, Risk Parameters and Strategies:* The United Way has adopted investment policies, approved by the Board of Directors, for endowment assets for the long-term. The United Way seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable level of risk. Investment risk is measured in terms of the total endowment fund; investment assets and allocations between asset classes and strategies are managed to not expose the fund to unacceptable level of risk.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

*Spending Policy:* The United Way does not currently have a spending policy for distributions each year as they strive to operate within a budget of their current Campaign's income. To date there have been no distributions from the endowment fund.

Endowment net asset composition by type of fund as of June 30, 2023 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	\$ 12,495	\$ -	\$ 12,495
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	142,652	142,652
Accumulated investment gains	-	91,169	91,169
<i>Total funds</i>	<u>\$ 12,495</u>	<u>\$ 233,821</u>	<u>\$ 246,316</u>

Changes in the endowment net assets as of June 30, 2023 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2022	\$ 11,747	\$ 223,395	\$ 235,142
Investment return, net	748	10,426	11,174
Endowment net assets, June 30, 2023	<u>\$ 12,495</u>	<u>\$ 233,821</u>	<u>\$ 246,316</u>

Endowment net asset composition by type of fund as of June 30, 2022 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	\$ 11,747	\$ -	\$ 11,747
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	142,652	142,652
Accumulated investment gains	-	80,743	80,743
	<u>\$ 11,747</u>	<u>\$ 223,395</u>	<u>\$ 235,142</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Changes in the endowment net assets as of June 30, 2022 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2021	\$ 13,026	\$ 247,705	\$ 260,731
Investment return, net	<u>(1,279)</u>	<u>(24,310)</u>	<u>(25,589)</u>
Endowment net assets, June 30, 2022	<u>\$ 11,747</u>	<u>\$ 223,395</u>	<u>\$ 235,142</u>

*Note 9. Net Assets with Donor Restrictions*

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2023	2022
Subject to expenditure for specified time period:		
Contributions receivable related to campaigns	\$ 3,080,173	\$ 1,927,694
Designations payable to other agencies and United Ways	<u>(299,669)</u>	<u>(414,434)</u>
	2,780,504	1,513,260
Subject to expenditure for specified purpose:		
Public Health Network services	334,284	395,399
Manchester Proud	303,577	677,582
Preschool Development	296,364	1,155,066
Mark Stebbins Community Center	263,267	231,392
Leader in Me	128,314	193,988
Literacy Program	58,000	28,871
Ukraine Relief Funds	-	98,809
Work United	-	62,854
Other programs	<u>6,406</u>	<u>87,495</u>
	1,390,212	2,931,456
Endowments subject to the United Way's spending policy and appropriation:		
Investments in perpetuity (original of \$142,652), which once appropriated, is expendable to support:		
General Operations	92,388	88,269
Youth Programs	28,179	26,922
Whole Village Resource Center	<u>113,254</u>	<u>108,204</u>
	<u>233,821</u>	<u>223,395</u>
Beneficial interest in assets held by others:		
Agency endowed funds at the New Hampshire Charitable Foundation	<u>2,689,430</u>	<u>2,667,867</u>
<i>Total net assets with donor restrictions</i>	<u>\$ 7,093,967</u>	<u>\$ 7,335,978</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

**Note 10. Liquidity and Availability of Resources**

The United Way's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

June 30,	2023	2022
Cash	\$ 848,587	\$ 3,695,478
Investments	1,192,589	1,186,585
Contributions receivable, net	3,414,457	2,055,943
Beneficial interest in trust	2,689,430	2,667,867
Accounts and rent receivable	87,559	36,884
<i>Total financial assets available</i>	8,232,622	9,642,757
Less amounts unavailable for general expenditures within one year, due to:		
Restricted by donors with time or purpose restrictions	-	(338,791)
Subject to appropriation and satisfaction or donor restrictions	(233,821)	(223,395)
Agency endowed funds at the NH Charitable Foundation	(2,689,430)	(2,667,867)
<i>Total amounts unavailable for general expenditure within one year</i>	(2,923,251)	(3,230,053)
Amounts unavailable to management without Board's approval:		
Board designated endowment	(12,495)	(11,747)
<i>Total financial assets available to management for general expenditure within one year</i>	\$ 5,296,876	\$ 6,400,957

*Liquidity Management*

The United Way maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To help manage unanticipated liquidity needs the United Way has committed a line of credit of \$250,000, which it could draw upon. Additionally, the United Way has board designated net assets without donor restrictions that, while the United Way does not intend to spend these for purposes other than those identified, the amounts could be made available for current operations, if necessary.

**Note 11. Pension Fund**

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the years ended June 30, 2023 and 2022, the United Way contributed \$133,127 and \$115,852, respectively to employees participating in the plan.

*Note 12. Leases*

The Organization has adopted Accounting Standards Codification [ASC] 842, Leases. Refer to Note 2 for all policy elections related to leases.

The Organization has the following operating lease arrangements:

During a prior year, the United Way entered into an operating lease agreement for a four-year term commencing on January 1, 2022 through December 31, 2025 for office space in Concord, New Hampshire. The lease required monthly payments of \$1,496 through December 31, 2022, increasing 3% in each year thereafter.

During a prior year, the United Way entered into an operating lease agreement for a five-year term commencing July 1, 2021 through June 30, 2026 for office space in Manchester, New Hampshire. The lease required monthly payments of \$3,300 through June 30, 2026.

During a prior year, the United Way entered into an operating lease agreement for a five-year term commencing on September 1, 2018 through August 31, 2023 for office space in Lebanon, New Hampshire. The lease requires monthly payments of \$1,708 through August 31, 2023. The rent will increase each year depending on the consumer price index. The lease requires payments for common costs. These costs are included in the variable costs and are expensed when incurred. There is an option to extend the lease for 5 years at the end of the lease term, for which management has determined they are not reasonably certain to exercise.

During a prior year, the United Way entered into an operating lease agreement for a five-year term commencing on April 1, 2022 through March 31, 2027 for office space in Portsmouth, New Hampshire. The lease requires monthly payments of \$4,473 through March 31, 2024.

During a prior year, the United Way entered into an operating lease agreement for a four-year term commencing September 1, 2017 through August 31, 2021 for office space in Concord, New Hampshire. The lease contained an option to extend the lease for 2 years through August 31, 2023 which was exercised. The lease extension requires monthly payments of \$3,869 through the lease term.

The United Way leases multiple copier machines under the terms of operating lease agreements. The monthly lease payments amount to approximately \$1,200. The leases expire on various dates through October 26, 2027.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

In Plymouth New Hampshire, the United Way rents space in a building, which they own and occupy to ten non-affiliated, non-profit organizations. Termination of the lease is generally prohibited unless there is a violation under the lease agreement. There are no options to extend. The monthly lease payments range from \$75 to \$1,995 per month. For the years ended June 30, 2023 and 2022, the rental income amounted to \$100,681 and \$98,131, respectively.

June 30,	2023
<b>Lease expense</b>	
Operating lease expense	\$ 195,425
<b>Other Information</b>	
Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	\$ 190,989
ROU assets obtained in exchange for new operating lease liabilities	\$ 585,640
Weighted-average remaining lease term in years for operating leases	3.32
Weighted-average discount rate for operating leases	4.11%
Rental income from operating lease payments	\$ 100,681

At June 30, 2023, the future minimum lease payments under non-cancellable leases are as follows:

2024	\$ 138,797
2025	129,788
2026	121,060
2027	51,240
2028	2,250
	<u>443,135</u>
<i>Total undiscounted cash flows</i>	
Less: present value discount	(28,369)
<i>Total lease liabilities</i>	<u>\$ 414,766</u>

**Note 13. Contributed Nonfinancial Assets**

For the years ended June 30, 2023 and 2022, contributed nonfinancial assets recognized within the statement of activities and changes in net assets included:

June 30,	2023	2022
Day of Caring	\$ 1,598	\$ 1,074
Prizes	-	225
Services	14,800	9,000
Office Space	24,000	24,000
Ukraine Relief	-	436,767
<i>Total</i>	<u>\$ 40,398</u>	<u>\$ 471,066</u>

The Organization recognized contributed nonfinancial assets within revenue. Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions.

## GRANITE UNITED WAY

### NOTES TO FINANCIAL STATEMENTS

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Contributed services are recognized when the services received would typically need to be purchased if they had not been provided by donation or require specialized skills and are provided by individuals possessing those skills. A substantial number of volunteers have donated significant amounts of their time in United Way's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Day of Caring contributions and contributed prizes are restricted for certain events. The estimated fair value is based on market rates for the items provided.

Contributed services consist of audit and consulting services provided. The estimated fair value is based on the market value of the services provided.

Contributed office space consists of office space for the 211 New Hampshire program. The estimated fair value is based on rent of similar spaces.

Contributed Ukraine Relief consists of medical and other supplies sent to Ukraine. The estimated fair value is based on the cost of goods if purchased.

#### ***Note 14. Payment to Affiliated Organizations and Related Party***

The United Way pays dues to United Way Worldwide. The United Way's dues paid to this affiliated organization aggregated \$119,582 and \$96,466 for the years ended June 30, 2023 and 2022, respectively.

#### ***Note 15. Subsequent Events***

The United Way has evaluated subsequent events through March 7, 2024, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. There were no subsequent events that would require disclosure in financial statements for the year ended June 30, 2023.

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
 MERRIMACK COUNTY REGION  
 Year Ended June 30, 2023

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	<b>Community Impact Awards</b>
Merrimack Valley Day Care Services	\$ 37,500
Riverbend Community Mental Health	19,300
Blueberry Express Day Care	16,500
Pittsfield Youth Workshop	16,500
HealthFirst Family Care Center (FQHC)	14,300
Crisis Center of Central New Hampshire	13,750
Concord Coalition to End Homelessness	13,750
The Friendly Kitchen	12,500
The Friends Program, Inc.	12,375
Overcomers Refugee Services	11,400
Second Start	11,000
Family Promise of Greater Concord	10,000
Project S.T.O.R.Y	10,000
CATCH Neighborhood Housing	5,000
NH JAG - New Hampshire Jobs	5,000
New Hampshire Harm Reduction Coalition	5,000
Waypoint NH	4,500
Boys & Girls Clubs of Central	3,750
Media Power Youth	3,000
The Granite YMCA	2,750
The Mayhew Program	2,500
CASA of NH	2,500
Girls, Inc, of New Hampshire	1,875
Circle Program	1,500
	<u>\$ 236,250</u>
	<b>Emerging Opportunity Grants</b>
Pear Associates, LLC	\$ 3,185
Upreach Therapeutic Riding Center	15,000
	<u>\$ 18,185</u>

**GRANITE UNITED WAY**

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
NORTH COUNTRY REGION  
Year Ended June 30, 2023**

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	<b>Community Impact Awards</b>
Grafton County Senior Citizens Council	\$ 15,000
The Bridge Project	12,500
Boys & Girls Club of the North Country	10,000
Copper Cannon Camp	7,650
The Bridge Outreach Center	5,000
North Country Pride	5,000
WREN	5,000
New Hampshire Legal Assistance	2,250
Family Resource Center at Gorham	1,500
NH Jag - New Hampshire Jobs for America's Graduates	1,250
CASA of NH	1,000
	<u>\$ 66,150</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
UPPER VALLEY REGION  
Year Ended June 30, 2023

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	<b>Community Impact Awards</b>
Upper Valley Haven	\$ 17,500
The Family Place, Inc.	15,000
Visions for Creative Housing Solutions	15,000
Visiting Nurse Association & Hospice	14,420
SEVCA - Southeastern VT Community Action	14,000
HIV/HCV Resource Center	10,773
Upper Valley Snow Sports Foundation	10,000
COVER Home Repair	10,000
Second Wind Foundation	9,250
Finding Our Stride	8,750
Special Needs Support Center	7,500
Children's Center of the Upper Valley	6,348
TLC Family Resource Center	6,250
Willing Hands Enterprises	6,200
WISE	6,000
Valley Court Diversion Programs	5,250
Spark! Community Center	5,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
UPPER VALLEY REGION (CONTINUED)  
Year Ended June 30, 2023

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	<b>Community Impact Awards (Continued)</b>
Waypoint NH	\$ 5,000
West Central Behavioral Health	5,000
Turning Point Recovery Center	5,000
Friends of Veterans	5,000
Aging in Hartland Inc.	5,000
Safe Spaces Inc.	5,000
UVGEAR	4,509
New Hampshire Legal Assistance	4,500
Twin Pines Housing Trust	4,000
Upper Valley Habitat for Humanity	3,750
Grafton County Senior Citizens Council	3,750
The Mayhew Program	2,500
CASA of NH	2,500
Zack's Place Enrichment Center	2,500
Dismas of Vermont	2,500
Safeline, Inc.	2,500
Disability Rights Center - NH	1,750
Reach Out and Read	1,750
Tri-Valley Transit	1,500
Copper Cannon Camp	1,000
	<u>\$ 236,250</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
SOUTHERN REGION  
Year Ended June 30, 2023

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	<b>Community Impact Awards</b>
Boys & Girls Club of Manchester	\$ 47,500
Amoskeag Health	25,000
Manchester Police Athletic League	15,000
Manchester Proud	3,333
Media Power Youth	10,000
Girls Inc. of New Hampshire	10,000
The Mental Health Center of Greater Manchester	10,000
Upreach Therapeutic Riding Center	7,500
New Hampshire Legal Assistance	20,000
Manchester Community Music School	4,000
University System of New Hampshire	20,500
New Neighbor Connections	10,000
Victory Women of Vision	7,500
Building Community in New Hampshire	5,000
Safari Youth Club	5,000
Diversity Workforce Coalition	5,000
Manchester Community Action Coalition	2,500
The Upper Room, Family Resource	30,000
YWCA of New Hampshire	22,500
St. Joseph Community Services, Inc.	19,690

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
SOUTHERN REGION  
Year Ended June 30, 2023

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	Community Impact Awards (Continued)
Rockingham Nutrition and Meals on Wheels Program	\$ 19,690
The Granite YMCA - Youth Enrichment Program	18,750
The Granite YMCA	16,500
City Year New Hampshire	15,000
Easterseals NH, Inc.	12,750
Plaistow Community YMCA	12,750
Waypoint NH	12,500
Manchester Community Resource Center	12,500
Families in Transition	10,000
Friends of Aine	10,000
International Institute of New England	7,500
Daniel Webster Council, BSA	5,000
The Mayhew Program	5,000
Community Caregivers of Greater Derry	5,000
CASA of NH	5,000
Disability Rights Center - NH	5,000
Granite State Children's Alliance	5,000
Girls at Work, Inc	5,000
SEE Science Center	3,620
Copper Cannon Camp	2,500
Organization for Refugee & Immigrant Success	2,500
Reach Out and Read	2,500
	<u>\$ 474,083</u>

**GRANITE UNITED WAY**

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
NORTHERN REGION  
Year Ended June 30, 2023**

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	<b>Community Impact Awards</b>
Harvest Christian Fellowship	\$ 10,000
Tri-County Community Action Program, Inc	3,500
Copper Cannon Camp	3,000
New Hampshire Legal Assistance	2,500
Northern Human Services	2,500
North Conway Community Center	2,000
Believe In Books Literacy Foundation	2,000
Mount Washington Valley Adult Day Center	1,600
Family Resource Center at Gorham	1,500
Spartan Learning Commons	1,500
NH Jag - New Hampshire Jobs for America's Graduates	1,500
Way Station	1,500
White Mountains Pride	500
	<u>\$ 33,600</u>
	<b>Emerging Opportunity Grants</b>
Boys and Girls Club of Central New Hampshire	<u>\$ 15,000</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
CENTRAL REGION  
Year Ended June 30, 2023

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	<b>Community Impact Awards</b>
Mid-State Health Center	\$ 15,232
Lakes Region Community Developers	15,232
Boys & Girls Clubs of Central	11,366
Lakes Region Mental Health Center, Inc	8,867
Plymouth Area Recovery Connection	7,367
Kingswood Youth Center	7,367
Lakes Region Community Services	6,367
New Hampshire Legal Assistance	6,367
Grafton County Senior Citizens Council	5,867
Youth Success Project	5,000
The Bearcamp Center for Sustainable Community	5,000
Big Brothers Big Sisters of NH	4,367
CASA of NH	3,867
Granite State Children's Alliance	3,867
New Beginnings Without Violence	3,867
Pemi Youth Center	3,750
Circle Program	3,000
The Mayhew Program	2,500
Disability Rights Center - NH	1,500
	<u>\$ 120,750</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
GREATER SEACOAST REGION  
Year Ended June 30, 2023

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	<b>Community Impact Awards</b>
Dover Coalition for Youth	\$ 40,000
Community Action Partnership	30,000
Early Learning New Hampshire	20,000
Greater Seacoast Community Health	20,000
My Friend's Place	15,000
Seacoast Family Promise	15,000
HAVEN Violence Prevention and Support	15,000
Austin17House	15,000
Homeless Center for Strafford County	15,000
New Hampshire Legal Assistance	15,000
Little Blessings Child Care	10,000
Seacoast Community School	10,000
Kingston Children's Center	10,000
The Granite YMCA	10,000
New Generation Inc.	10,000
Cross Roads House - Portsmouth	10,000
SHARE Fund	10,000
Fair Tide	10,000
Waypoint NH	10,000
Gather: For A Hunger Free Community	10,000

**GRANITE UNITED WAY**

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED  
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS  
GREATER SEACOAST REGION  
Year Ended June 30, 2023**

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	<b>Community Impact Awards (Continued)</b>
The Birchtree Center	\$ 10,000
Womensaid of Greater Portsmouth	10,000
Racial Unity Team	10,000
Dover Coalition for Youth	8,600
Seacoast Mental Health Center Inc.	7,500
CASA of NH	5,000
Society of St. Vincent de Paul	5,000
Black Lives Matter Seacoast	5,000
Seacoast Outright	5,000
Reach Out and Read	2,500
	<u>\$ 368,600</u>
	<b>Emerging Opportunity Grants</b>
Greater Seacoast Community Health	\$ 13,000
The Granite YMCA	33,333
	<u>\$ 46,333</u>



Granite United Way

# LIVE UNITED

## Board of Directors 2023-2024

**Dr. Chuck Lloyd, *Chair***

White Mountain Community College, President

**Charla Stevens, *Immediate Past Chair***

Charla Stevens Consulting LLC, Principal

**Joseph Bator, *Vice Chair***

TD Bank, Regional Vice President

**Doug DeLara, *Treasurer***

Baker Newman Noyes, Senior Manager

**Kathy Bizarro-Thunberg, *Secretary / Audit Chair***

New Hampshire Hospital Association, Executive Vice President

**Kyle Barry**

NextEra Energy Seabrook Station

**Joseph Carelli**

Citizens Bank, President for New Hampshire, and Vermont

**Mitch Davis**

Dartmouth, Vice President & Chief Information Officer

**Paul DeBassio,**

Retired/ United Way Network

**Pat Donahue**

New Hampshire Housing Finance Authority, Director of Human Resources

**Chris Emond**

Boys & Girls Club of Central NH, Executive Director

**Doug Foley**

Eversource, President

**Colby Gamester**

Gamester Law Office, Owner & Attorney

**John Hughes**

McLane Middleton, Director, Trusts & Estates Department

**Diana Johnson**

Merrimack County Savings Bank, Vice President Marketing Officer

**William Keena**

AmeriHealth Caritas New Hampshire

**Sally Kraft, MD**

Dartmouth Hitchcock Medical Center, Vice President of Population Health



Granite United Way

# LIVE UNITED

**Christina Lachance**

University of New Hampshire, NH Council for Thriving Children, Director

**Larry Major**

Pike Industries, Director of Government Relations

**Roxanne Makris**

Lincoln Financial Group

**Carolyn Maloney**

Hypertherm

**Josephine Moran**

Ledyard Financial Group, Inc.

**Cathy Nickerson**

WT/Phelan Assured Partners, Vice President of Personal Lines

**Maura Palmer**

Salem School District

**Randy Perkins**

Eversource, Senior Account Executive (Retired)

**Dr. Daisy Pierce**

Navigating Recovery of the Lakes Region

**Kelli Riggs**

Comcast

**Betsey Rhynhart**

Concord Hospital, Vice President of Population Health

**Justin Slattery**

Belknap Economic Development Council, Executive Director

**Tim Soucy**

Catholic Medical Center, Senior Executive Director of Community Health & Mission

**Rusty Talbot**

North Country Climbing Center, CEO

**Nick Toumpas**

Department of Health and Human Services, Commissioner (Retired)

**Patrick Tufts, MSW**



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[graniteuw.org](http://graniteuw.org)

Central Region | Greater Seacoast Region | Merrimack County | North Country | Northern Region | Southern Region | Upper Valley

**CONTRACTOR NAME:** Granite United Way

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Ashley Sullivan	Director, Behavioral Health Strategies	\$8,266.40/\$60,000

# Ashley Sullivan

A driven, self-starter with high energy, who is always willing to lead with a team mentality, yet able to deliver results as an individual contributor. An outstanding individual eager to execute and achieve excellence at every opportunity. Hardworking and focused public health professional offering excellent communication, planning and organization skills demonstrated through 10+ years of performance.

## Work History

2023-05 -  
Current

### Director, Behavioral Health Strategies

Granite United Way - Concord, NH

- Overseas operations and management of a behavioral health program providing mental health and substance abuse services to adults and adolescents.
- Developed and implemented performance improvement plans for program staff.
- Supervises a team of coordinators, ensuring that all were up to date on best practices and protocols.
- Works with youth by providing prevention education about substance use and misuse and other high-risk activities.
- Plans and implements programs in schools or communities to encourage youth and young adults to have a substance-free lifestyle.
- Coordinated with local schools, universities, and community organizations to provide education and awareness on the dangers of substance misuse
- Provides education on mental health promotion and wellness strategies.

2022-09 -  
04- 2023

### Case Manager- Family Support

Merrimack County Advocacy Center - Concord, NH

- Coordinates services to ensure a consistent and comprehensive network of support for the victim and support system.
- Reviews all cases prior to forensic interview and discuss possible concerns, stressors and needs of victim, non-offending caregiver, and team.
- Attends pre-interview meeting to discuss case dynamics and interview process.
- Meets with each non-offending caregiver and/or victim during the Merrimack County Advocacy Center interview process.
- Addresses the immediate crisis after a disclosure and interview with the victims.
- Identifies needs of the victim and their support team.
- Works with all members of the Multi-Disciplinary Team

## Contact

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## Skills

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Critical Thinking

Community Planning

Analytical/Assessment

Program Planning

Project Management

Communication

Cultural Competency

Community Dimensions of Practice

Public Health Sciences

Financial Planning

Management

Leadership/Systems Thinking

to serve as a support role and neutral team member to victim and non-offending caregiver during investigative process.

2021-03 -  
09-2022

### **DFC Coordinator**

*Partnership for Public Health, Laconia, NH*

- Plan and develop prevention programming, community outreach and community engagement activities.
  - Collaborating with Coalition members and community partners.
  - Responsible for building Coalition and Youth Empowerment Team.
  - Identifying evidence-based models that are appropriate to the target population; collating biennial YRBS data provided by schools.
  - Responsible for collaborating with coalition members and partner to conduct community health assessments.
  - Coordinates needs assessments, compiles reports for dissemination.
  - Responsible for all logistics related to coalition program and events.
- 

2020-05 -  
1/2021

### **Public Health Intern Manager**

*Assuaged, La Verne, CA*

- Manage and mentor a team of 85 interns
- Enhance supervisory and leadership abilities by working closely with mentoring public health interns.
- Oversee activities of 10-person team completing health and wellness, disciplining and motivating employees to maximize performance.
- Resolve escalated concerns using professionalism and understanding of all facets of issue.
- Plan and implement team projects to accomplish objectives.
- Responsibilities include strategic planning; project management; development of new systems; and building initiatives.
- Apply performance data to evaluate and improve operations, target current business conditions, and forecast needs.

## **Education**

2019-10 -  
2021-01

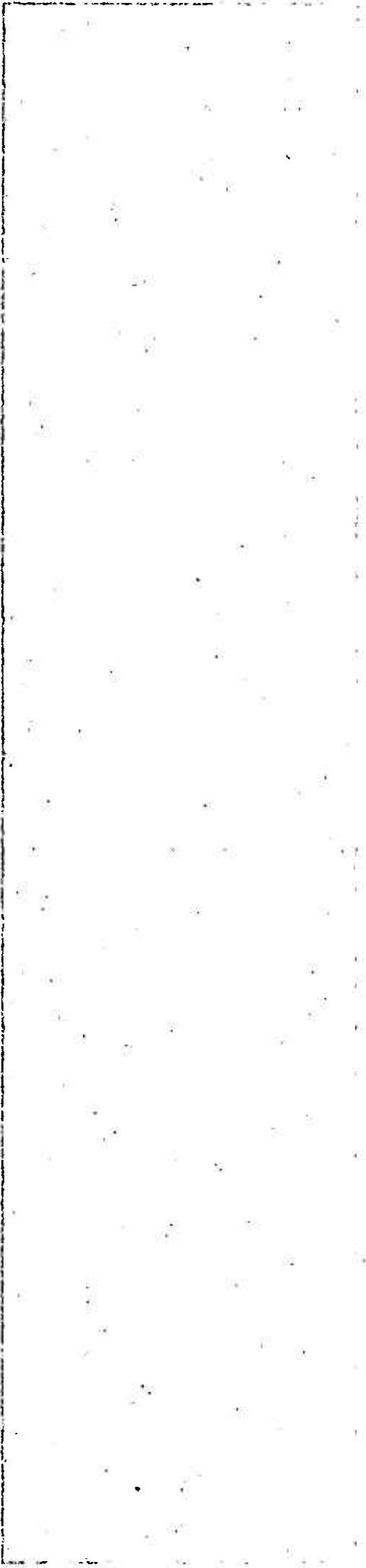
### **Master of Science (M.S: Public Health)**

*PURDUE UNIVERSITY - Indianapolis, IN*  
GPA: 3.79

- Member of Society for Collegiate Leadership & Achievement
- Member of Alpha Beta Kappa Honor Society
- Graduated in Top 10% of Class
- Graduated magna cum laude

2012-01

### **Bachelor of Science (B.S: International Business)**



**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Justice**

and the

**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Justice**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **06/30/25**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibits B and C, the content of which is incorporated herein as a part of this Project Agreement.  
Project Title: **2025 VOCA UNH uSafeUS**
- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Kathleen Carr  
Address: New Hampshire Department of Justice  
1 Granite Place South  
Concord NH 03301-6397  
  
Phone: 603-271-3658

**Campus Project Administrator**

Name: Gretchen Swain  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Road  
Durham, NH 03824  
  
Phone: 603-862-5385

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director Name:**

Name: Rhonda Beauchemin  
Address: New Hampshire Department of Justice  
1 Granite Place South  
Concord NH 03301-6397  
  
Phone: 603-271-7820

**Campus Project Director**

Name: Sharyn Potter  
Address: Prevention Innovations Research Ctr  
9 Madbury Road, Ste. 405  
Durham, NH 03824  
  
Phone: 603-862-3630

F. Total State funds in the amount of \$131,165.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/ Cooperative Agreement No. 15POVC-23-GG-00401-ASSI under CFDA# 16.575 Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibits B and C, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen not to take possession of equipment purchased under this Project Agreement.

State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State:

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Justice have executed this Project Agreement.

**By An Authorized Official of:  
University of New Hampshire**

Name: Dianne Hall

Title: Manager, of Pre-Award Compliance

Signature and Date: Dianne Hall Digitally signed by Dianne Hall  
Date: 2024.05.01 14:30:50  
-8700

**By An Authorized Official of:**

**the New Hampshire Department of Justice**

Name: Kathleen Carr

Title: Director of Administration

Signature and Date: Kathleen Carr 05/07/2024

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Sheri Phillips

Title: Assistant Attorney General

Signature and Date: Sheri Phillips 5/7/2024

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

**EXHIBIT A**

**-SPECIAL PROVISIONS-**

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

- 1        The Campus must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
  
- 2        The Campus assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the 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 Campus will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
  
- 4        Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
  
- 5        The Campus 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 Campus understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

7 **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.

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.

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 Campus 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").

## EXHIBIT A

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 Campus ("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 Campus 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

## EXHIBIT A

<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

## EXHIBIT A

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,

## EXHIBIT A

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 Campus—

- 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 Campus 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 Campus 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 Campus 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 Campus (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 Campus 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 Campus 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

## EXHIBIT A

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](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of The Campus uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin 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 Campus (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 Campus 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 Campus to DOJ and a written volunteer waiver approval from DOJ.

**36      The Campus 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 Campus 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 Campus 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 Campus 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 Campus on the agency inventory.**

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

**40      The Campus agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, The Campus 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 Campus, 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. Project Title: 2025 VOCA UNH uSafeUS
2. Project Period: 07/01/2024-06/30/2025
3. Objectives: Provide resources to victims of sexual assault and educate regarding victim services available through uSafeUS.
4. Scope of Work:  
The Campus shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred that will provide resources to victims of sexual assault and educate regarding victim services available through UNH uSafeUS project.
5. The Campus 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 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
6. The Campus is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
7. The Campus shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
8. 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**

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. Subrecipients shall be compliant at all times with the terms, conditions and specifications detailed in the attached Special Conditions at Exhibit C which are subject to annual review .

**EXHIBIT C**

**- PAYMENT TERMS-**

1. The Campus shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Campus shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. The Campus shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty(30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
3. The Campus shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
4. The State's obligation to compensate The Campus under this Agreement shall not exceed the price limitation set forth in section F of this agreement.
  - 4a. The Campus shall be awarded an amount not to exceed \$131,165 of the total Grant Limitation from Governor and Council approval or 07/01/24, whichever is later, to 06/30/25, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
  - 4b. With sufficient reason and under limited circumstances, the Campus may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Campus must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

**EXHIBIT E**

**-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-**

I, Dianne Hall [responsible official], certify that

The University of New Hampshire has completed the EEO reporting tool

certification within the last two years at: [https://ojp.gov/about/ocr/faq\\_eeop.htm](https://ojp.gov/about/ocr/faq_eeop.htm) on  
02/22/2024 [date]

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

**EEO Training Requirements**

Sharyn Potter [official that completed training] has completed

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

04/18/2024 [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 Campus will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publicly available to program beneficiaries or prospective beneficiaries.

## EXHIBIT D

### Certified Standard Assurances

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

- (1) I have the authority to make the following representations on behalf of myself and the Campus. I understand that these representations will be relied upon as material in any Department decision to make an award to the Campus based on its application.
- (2) I certify that the Campus has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—
  - a. the Campus will comply with all award requirements and all federal statutes and regulations applicable to the award;
  - b. the Campus will require all subrecipients comply with all applicable award requirements and all applicable federal statutes and regulations; and
  - c. the Campus will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Campus understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
  - a. the Campus understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
  - b. the Campus understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

**EXHIBIT D**

c. the Campus understands that it must require any pass-through Campus to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Campus, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

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

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

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

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

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

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

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

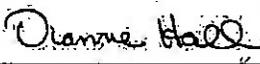
**EXHIBIT D**

- 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.

Dianne Hall  
Name of Authorized Signor  
  
Signature

Digitally signed by Dianne Hall  
Date: 2024.05.01 14:31:22 -04'00'

Manager, of Pre-Award Compliance  
Title of Authorized Signor  
5/1/2024  
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**

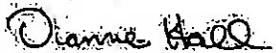
A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is 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.

---

The Campus (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.

The Campus (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: Dianne Hall Manager, of Pre-Award Compliance

Signature:  Digitally signed by Dianne Hall  
Date: 2024.05.01 14:31:58 -04'00'

**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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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.

Dianne Hall  
Name of Authorized Signor

Dianne Hall

Signature

Digitally signed by Dianne Hall  
Date: 2024.05.01 14:32:17 -04'00'

Manager, of Pre-Award Compliance  
Title of Authorized Signor

5/1/2024

Date

University of New Hampshire, 51 College Road, Durham, NH 03824

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

Dianne Hall  
Name of Authorized Signor

Manager, of Pre-Award Compliance  
Title of Authorized Signor

Dianne Hall Digitally signed by Dianne Hall  
Date: 2024.05.01 14:32:33 -04'00'  
Signature

5/1/2024  
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: **GBNGC495XA67**
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: \_\_\_\_\_

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 Department of Corrections		1.4. Grantee Address 64 South Street Concord, NH 03302	
1.5. Grantee Phone # (603) 271-5603	1.6. Account Number 02-20-20-201510-5021 -085-588546	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$209,203
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 Helen E. Hanks, Commissioner of NH DOC	
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: 5/7/2024	
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 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, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

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

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

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

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

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

10. CONDITIONAL NATURE 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.

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

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

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

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

**EXHIBIT A**

**-SPECIAL PROVISIONS-**

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

The terms outlined in the General Terms and Conditions of the Grant Agreement are modified as set forth below:

- a) Deleted section 8.2 in its entirety.
- b) Delete section 9.2 and replace, herein with "Unless prohibited by law or regulation, the Grantee will provide any reports and supporting documentation to the State for the purposes of determination of compliance with the terms of the grant or collecting non-confidential data for reporting purposes."
- c) Delete section 9.3 and replace, herein with "No data shall be subject to copyright in the United States or any other country by anyone other than the State or Grantee."
- d) Deleted section 9.4 in its entirety.
- e) Deleted section 9.5 in its entirety.
- f) Deleted section 14 in its entirety.
- g) Deleted section 16 in its entirety.
- h) Deleted section 17 in its entirety.

**EXHIBIT A**

**-SPECIAL PROVISIONS-**

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

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**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.

### 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").

## EXHIBIT A

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

## EXHIBIT A

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,

**EXHIBIT A**

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](http://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 victim services activities and victim offender dialogue.
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 15<sup>th</sup> 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 \$209,203 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, Fallon Reed [responsible official], certify that

New Hampshire Department of Corrections [Subrecipient] has completed the EEO reporting tool certification within the last two years at: [https://ojp.gov/about/ocr/faq\\_eoop.htm](https://ojp.gov/about/ocr/faq_eoop.htm) on

5/3/2023 [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**

Janet Belben [official that completed training] has completed

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

5/3/2023 [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(c) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(c)); 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.

Helen E. Hanks

Name of Authorized Signor

  
Signature

Commissioner of NH DOC

Title of Authorized Signor

4/30/2024  
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.

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New Hampshire Department of Corrections (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 Department of Corrections (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:

Helen E. Hanks Commissioner

Signature:

Helen E. Hanks

**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 [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto: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 Dcsk, 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.

Helen E. Hanks

Commissioner of NH DOC

\_\_\_\_\_  
Name of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

  
\_\_\_\_\_  
Signature

4/30/2024  
\_\_\_\_\_  
Date

New Hampshire Department of Corrections, 64 South Street, Concord, NH 03301

\_\_\_\_\_  
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:

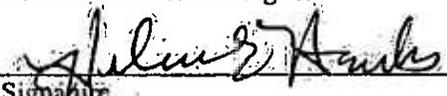
- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the 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

Helen E. Hanks  
Name of Authorized Signor  
  
Signature

Commissioner of NH DOC  
Title of Authorized Signor  
4/30/2024  
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: **CM1DQGJ8K3K**
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: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_