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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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January 2, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

**REQUESTED ACTION**

Authorize the Department of Justice to enter into subgrants with the subrecipients listed below, in an amount not to exceed \$78,349, U.S. Department of Justice, Office of Violence Against Women, Federal Fiscal Year 2023 and 2024 Violence Against Women Act (VAWA) Formula Grants for the purpose of providing services for victims of domestic violence, dating violence, sexual assault, and stalking, effective upon Governor and Executive Council approval through December 31, 2025. 100% Federal Funds.

Funding is available in account number 02-20-20-201510-5587, Department of Justice, Attorney General, Grants Federal as follows:

<b>Class/Account</b>	<b>Subrecipient</b>	<b>Vendor #</b>	<b>SFY 2025 Amount</b>
072-500574	City of Portsmouth	177463 B007	\$25,025
072-500575	Victory Women of Vision	309757 B001	\$53,324
<b>Total</b>			<b>\$78,349</b>

**EXPLANATION**

These subgrants will be funded from U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act (VAWA) formula grants, Federal Fiscal Year 2023 and/or 2024. The grant funding focuses specifically to deterring and responding to crimes of domestic violence, sexual assault, dating violence, and stalking. Statutory requirements of the STOP VAWA grant program are that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; and victim service providers will be allocated at least 30% of the award (with at least 10% of that to

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be distributed to culturally specific community-based services and 20% to sexual assault victims). Lastly, 5% of the funding must be allocated to the courts.

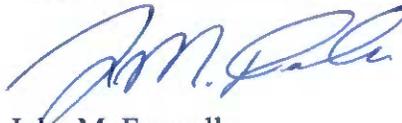
The subrecipients listed above have received previous VAWA awards from DOJ. All were selected previously through a Request for Proposal solicitation and now represent core services of a list of providers for the State of New Hampshire in the area of violence against women services. These awards will allow the organizations to continue to provide vital services upon which New Hampshire's citizens have come to rely.

Services and positions being supported through the funding include, but are not limited to, specially trained domestic violence and sexual assault prosecutors, investigators, legal advocacy and victim advocates at county attorney offices, police departments, nonprofits, and training of judges and court staff throughout the State of New Hampshire.

In the event that federal funds are no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Thank you for your consideration.

Respectfully submitted,



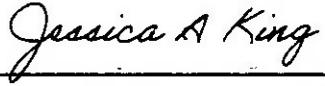
John M. Formella  
Attorney General

#4830057

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> City Attorney, Portsmouth		<b>1.4. Grantee Address</b> 1 Junkins Ave Portsmouth, NH 03801	
<b>1.5. Grantee Phone #</b> (603) 610-7204	<b>1.6. Account Number</b> 02-20-20-201510-5587- 072-500574	<b>1.7. Completion Date</b> 12/31/2025	<b>1.8. Grant Limitation</b> \$25,025
<b>1.9. Grant Officer for State Agency</b> Kathleen Carr		<b>1.10. State Agency Telephone Number</b> (603) 271-1234	
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> Karen S. Leonard, City Manager	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> Susan G. Morrell, City Attorney	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> Cynthia M. Lowell, Executive Assistant	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Thomas D. Kaempfer, Deputy Director of Admin	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 12 / 27 / 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").

Initials:   
Date: 12/31/2024

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
  - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
  - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
  - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

**EXHIBIT A**

**Special Conditions  
Grant # 15JOVW-24-GG-00513-STOP**

The City Attorney, Portsmouth 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.

## EXHIBIT A

### **Special Conditions Grant # 15JOVW-24-GG-00513-STOP**

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

#### **7. 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 subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

By accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

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 on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, 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 and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the

## **EXHIBIT A**

### **Special Conditions Grant # 15JOVW-24-GG-00513-STOP**

OVW website, including any updated version that may be posted during the period of performance.

The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

#### **9. Requirement to report potentially duplicative funding**

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget modification or change-of-project-scope to eliminate any inappropriate duplication of funding

#### **10. Requirements related to System for Award Management and unique entity identifiers**

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers (UEI) are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

#### **11. Employment eligibility verification for hiring under the award**

The subrecipient must 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 recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility

**EXHIBIT A**

**Special Conditions  
Grant # 15JOVW-24-GG-00513-STOP**

verification for hiring under award) and are incorporated by reference here.

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in 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) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 PM EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

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

No recipient (or 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 DOJ.

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.

## EXHIBIT A

### **Special Conditions Grant # 15JOVW-24-GG-00513-STOP**

#### **14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)**

The recipient, and 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

#### **15. Determinations of suitability to interact with participating minors**

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 the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and 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 OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

The recipient, and 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 on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

#### **17. OVW Training Guiding Principles**

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding

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Principles for Grantees and Subgrantees, available at  
<https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

**18. Effect of failure to address audit issues**

The subrecipient understands and agrees that the NHDOJ (and OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the NHDOJ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**19. Potential imposition of additional requirements**

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ (and OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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

The recipient, and 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.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

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 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

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

The recipient, and 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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**23. Restrictions on "lobbying" and policy development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or 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 a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

**24. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year**

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, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), 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 subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

**25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The recipient and 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.

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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/grant-complaint> (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; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

**26. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or 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, 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--

a. 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

b. 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—

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will

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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

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. 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.

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

The recipient (and any 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 award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

**28. 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 recipients and 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.

**29. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ.**

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the

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subrecipient must disclose that fact and certain related information to OVW by email to [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

**30. Availability of general terms and conditions on OVW website**

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

**31. Compliance with statutory and regulatory requirements**

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and the OVWs implementing regulations at 28 C.F.R. Part 90.

**32. Compliance with solicitation requirements**

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

**33. VAWA 2013 nondiscrimination condition**

The subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

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The subrecipient agrees that it will comply with this provision. The subrecipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

#### **34. Misuse of award funds**

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

#### **35. Limitation on use of funds to approved activities**

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

#### **36. Non-supplantation**

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

#### **37. Confidentiality and information sharing**

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

The subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

#### **38. Activities that compromise victim safety and recovery or undermine offender accountability**

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;

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procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

#### **39. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence**

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

#### **40. Termination or suspension for cause**

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

#### **41. Performance progress reports and final report submission**

The subrecipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The subrecipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe.

Subrecipients are required to submit this report after the end of each calendar year but no later than March 15th each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

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#### 42. Subrecipient program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs.

In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the subrecipient must provide approval by the end of the project period.

Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

#### 43. Subrecipient product monitoring

The subrecipient agrees to be monitored to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

#### 44. Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

*"This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."*

#### 45. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work

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developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

#### **46. Consultant compensation rates**

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

#### **47. Ongoing compliance with statutory certifications**

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-center prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

#### **48. Requirements for subrecipients providing legal assistance**

The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subrecipient. The legal assistance eligibility requirements are:

(1) any person providing legal assistance through a program funded under this grant program

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- (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
- (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;
- (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;
- (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
- (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.
49. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

## EXHIBIT B

### -SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.
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) 271-8091 or [travis.n.teeboom@doj.nh.gov](mailto:travis.n.teeboom@doj.nh.gov)

**EXHIBIT C**

**- PAYMENT TERMS-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.
  - 3a. The Subrecipient shall be awarded an amount not to exceed \$25,025 of the total Grant Limitation from Governor and Council approval or 1/1/2025, whichever is later, to 12/31/2025, 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. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2025, unless a grant extension is approved in writing by DOJ.

**EXHIBIT D**

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

I, \_\_\_\_\_ [responsible official], certify that the City Attorney, Portsmouth [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 \_\_\_\_\_ [date]

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

**EEOP Training Requirements for Subrecipients**

Syathia M. (2021) [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: February 21, 2024 [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 City Attorney, Portsmouth [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.

Karen S. Conard  
Name of Authorized Signor

City Manager  
Title of Authorized Signor

KSC  
Signature

12/31/2024  
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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The City Attorney, Portsmouth (Subrecipient) certifies that any funds awarded through grant number **2025VAW03** 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 City Attorney, Portsmouth (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: Karen S. Conrad, City Manager

Signature:  Date 12/3/2024

Initials: KSC  
Date: 12/3/24

**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.

Karen S. Conrad  
Name of Authorized Signor

City Manager  
Title of Authorized Signor

KSCA  
Signature

12/3/2024  
Date

City of Portsmouth, 1 Jenkins Ave, Portsmouth, NH 03801  
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

Karen S. Conrad  
Name of Authorized Signor

City manager  
Title of Authorized Signor

KSC  
Signature

12/31/2024  
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: XTL2C874AZN7
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: \_\_\_\_\_

**EXHIBIT H**

U.S. Department of Justice  
Office on Violence Against Women



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**Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (34 U.S.C. 12291(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

**(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

**(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

## EXHIBIT H

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

### **(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

### **(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

### **(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

### **(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

### **(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

### **(H) Death of the party whose privacy had been protected**

In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

**EXHIBIT H**

information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

- (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.
- (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.
- (iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.
- (iv) The information released is limited to that which is necessary for the purposes of the fatality review.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Karen S. Leonard  
Typed Name of Authorized Representative

City Manager  
Title

Telephone Number 603-610-7202

KSL  
Signature of Authorized Representative

12/31/2024  
Date Signed

City of Portsmouth, NH  
Agency Name

**EXHIBIT I**

**PROSECUTOR ELIGIBILITY CERTIFICATION  
PURSUANT TO 34 U.S.C. § 10454**

I, Susan G. Morrell, the City Attorney of the City of Portsmouth  
(NAME OF RESPONSIBLE OFFICIAL) (OFFICIAL'S TITLE) (NAME OF PROSECUTING ENTITY)

hereby certify that the Legal Dept. Prosecution Unit, as a prosecuting entity of the New  
(NAME OF PROSECUTING ENTITY)  
Hampshire Department of Justice's STOP Violence Against Women Funding (VAWA) Grant  
Program, that this office will, during the 2-year period after the start of this subaward, as approved  
by Governor and Executive Council of the State of New Hampshire, will engage in planning,  
developing, and implementing the following:

1. Training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;
2. Policies that support a victim-centered approach, informed by such training; and
3. Protocol outlining alternatives practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent victimization and trauma to the victim.

Susan G. Morrell  
Printed Name of Responsible Official

City Attorney  
Title

Susan G. Morrell  
Signature

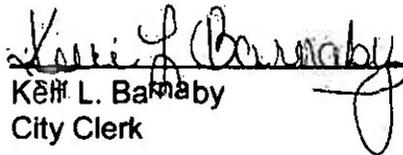
12/3/24  
Date

**CERTIFICATE OF AUTHORITY**

I, Kelli L. Barnaby, City Clerk for the City of Portsmouth, do hereby certify that:

Upon the City Council's vote to accept any grant, the City Manager is authorized to enter into grant agreements with local, state and federal agencies. Her authority is found in the Revised Charter of the City of Portsmouth, Articles 1 and 5,

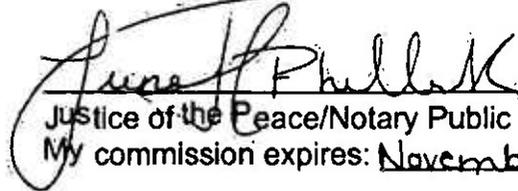
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the City of Portsmouth, New Hampshire this 2nd day of December, 2024.

  
Kelli L. Barnaby  
City Clerk

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS

On this 3 day of December, 2024, before me, the undersigned officer, personally appeared Kelli L. Barnaby, who acknowledged herself to be the City Clerk of the City of Portsmouth, New Hampshire and that she, as City Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

  
Justice of the Peace/Notary Public  
My commission expires: November 2, 2027

City Manager: Karen S. Conard

Certificate of Authority valid for 30-days.





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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<sup>3</sup> 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<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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<sup>3</sup>. 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.

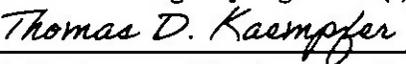
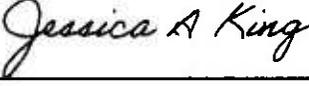
<b>Participating Member:</b> City of Portsmouth One Junkins Avenue Portsmouth, NH 03801		<b>Member Number:</b> 275	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2024	7/1/2025	X    Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	<b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Justice 1 Granite Place South Concord, NH 03301			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 11/19/2024    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

GRANT AGREEMENT

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

I. Identification and Definitions.

<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> Victory Women of Vision		<b>1.4. Grantee Address</b> 50 Bridge Street, Suite 203 Manchester, NH 03101	
<b>1.5 Grantee Phone #</b> (603) 364-7083	<b>1.6. Account Number</b> 02-20-20-201510-5587- 072-500575	<b>1.7. Completion Date</b> 12/31/2025	<b>1.8. Grant Limitation</b> \$53,324
<b>1.9. Grant Officer for State Agency</b> Kathleen Carr		<b>1.10. State Agency Telephone Number</b> (603) 271-1234	
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> MARY GEORGES EXECUTIVE DIRECTOR	
<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> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Thomas D. Kaempfer, Deputy Director of Admin	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 12 /27/ 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.
- 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

Initials: MG

Date: 12/5/24

- 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.

## **EXHIBIT A**

### **Special Conditions Grant # 15JOVW-24-GG-00513-STOP**

Victory Women of Vision 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.

## EXHIBIT A

### Special Conditions

#### Grant # 15JOVW-24-GG-00513-STOP

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

**7. 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 subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

By accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

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 on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, 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 and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the

## **EXHIBIT A**

### **Special Conditions Grant # 15JOVW-24-GG-00513-STOP**

OVW website, including any updated version that may be posted during the period of performance.

The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

#### **9. Requirement to report potentially duplicative funding**

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget modification or change-of-project-scope to eliminate any inappropriate duplication of funding

#### **10. Requirements related to System for Award Management and unique entity identifiers**

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers (UEI) are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

#### **11. Employment eligibility verification for hiring under the award**

The subrecipient must 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 recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility

Initials: MG

Date: 12/05/24

**EXHIBIT A**

**Special Conditions  
Grant # 15JOVW-24-GG-00513-STOP**

verification for hiring under award) and are incorporated by reference here.

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in 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) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 PM EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

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

No recipient (or 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 DOJ.

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.

## **EXHIBIT A**

### **Special Conditions**

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#### **14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)**

The recipient, and 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

#### **15. Determinations of suitability to interact with participating minors**

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 the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and 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 OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

The recipient, and 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 on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

#### **17. OVW Training Guiding Principles**

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding

Initials: MG  
Date: 12/05/24

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Principles for Grantees and Subgrantees, available at  
<https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

#### **18. Effect of failure to address audit issues**

The subrecipient understands and agrees that the NHDOJ (and OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the NHDOJ ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### **19. Potential imposition of additional requirements**

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ (and OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

#### **20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and 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.

#### **21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

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 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

#### **22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The recipient, and 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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#### **23. Restrictions on "lobbying" and policy development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or 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 a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

#### **24. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year**

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, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), 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 subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

#### **25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The recipient and 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.

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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/grant-complaint> (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; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

**26. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or 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, 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--

a. 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

b. 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—

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will

## EXHIBIT A

### Special Conditions

#### Grant # 15JOVW-24-GG-00513-STOP

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

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. 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.

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

The recipient (and any 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 award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

#### **28. 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 recipients and 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.

#### **29. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ.**

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the

## **EXHIBIT A**

### **Special Conditions Grant # 15JOVW-24-GG-00513-STOP**

subrecipient must disclose that fact and certain related information to OVW by email to [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

#### **30. Availability of general terms and conditions on OVW website**

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

#### **31. Compliance with statutory and regulatory requirements**

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and the OVWs implementing regulations at 28 C.F.R. Part 90.

#### **32. Compliance with solicitation requirements**

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

#### **33. VAWA 2013 nondiscrimination condition**

The subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

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The subrecipient agrees that it will comply with this provision. The subrecipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

#### **34. Misuse of award funds**

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

#### **35. Limitation on use of funds to approved activities**

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

#### **36. Non-supplantation**

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

#### **37. Confidentiality and information sharing**

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

The subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

#### **38. Activities that compromise victim safety and recovery or undermine offender accountability**

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;

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procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

#### **39. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence**

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

#### **40. Termination or suspension for cause**

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

#### **41. Performance progress reports and final report submission**

The subrecipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The subrecipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe.

Subrecipients are required to submit this report after the end of each calendar year but no later than March 15th each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

## EXHIBIT A

### Special Conditions Grant # 15JOVW-24-GG-00513-STOP

#### 42. Subrecipient program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs.

In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the subrecipient must provide approval by the end of the project period.

Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

#### 43. Subrecipient product monitoring

The subrecipient agrees to be monitored to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

#### 44. Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

*"This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."*

#### 45. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work

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### **Special Conditions**

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developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

#### **46. Consultant compensation rates**

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

#### **47. Ongoing compliance with statutory certifications**

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-center prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

#### **48. Requirements for subrecipients providing legal assistance**

The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subrecipient. The legal assistance eligibility requirements are:

- (1) any person providing legal assistance through a program funded under this grant program

**EXHIBIT A**

**Special Conditions**

**Grant # 15JOVW-24-GG-00513-STOP**

- (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
  - (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;
- (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;
- (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
- (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.
50. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

**EXHIBIT B**

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.
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) 271-8091 or [travis.n.teeboom@doj.nh.gov](mailto:travis.n.teeboom@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 \$53,324 of the total Grant Limitation from Governor and Council approval or 1/1/2025, whichever is later, to 12/31/2025, 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. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2025, unless a grant extension is approved in writing by DOJ.

**EXHIBIT D**

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, MARY GEORGES [responsible official], certify that the Victory Women of Vision [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 11/24/23 [date]

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

**EEOP Training Requirements for Subrecipients**

GLORY MUKENDI [official that completed training] has completed the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: 11/24/23 [date]. The EEOP training must be completed at least once every two years.

**DOJ Discrimination Complaint Process**

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

**Subrecipient Discrimination Complaint Process**

I further certify that the Victory Women of Vision [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.

**MARY GEORGES**  
\_\_\_\_\_  
Name of Authorized Signor  
  
\_\_\_\_\_  
Signature

**EXECUTIVE DIRECTOR**  
\_\_\_\_\_  
Title of Authorized Signor  
  
12/5/24  
\_\_\_\_\_  
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.

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The Victory Women of Vision (Subrecipient) certifies that any funds awarded through grant number **2025VAW19** 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 Victory Women of Vision (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: MARY GEORGES EXECUTIVE DIRECTOR

Signature:  Date 12/5/24

**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.

<p>MARY GEORGES</p> <hr/> <p>Name of Authorized Signor</p> <p style="text-align: center;"></p> <hr/> <p>Signature</p>	<p>EXECUTIVE DIRECTOR</p> <hr/> <p>Title of Authorized Signor</p> <p style="text-align: center;">12/5/24</p> <hr/> <p>Date</p>
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VICTORY WOMEN OF VISION, 50 Bridge Street, Suite 203 Manchester, NH 03101

Name and Address of Agency

## EXHIBIT G

### Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

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

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

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

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

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

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



**EXHIBIT G**  
Certification

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

## EXHIBIT H

U.S. Department of Justice  
*Office on Violence Against Women*



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### **Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (34 U.S.C. 12291(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

#### **(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

#### **(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

## EXHIBIT H

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

### **(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

### **(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

### **(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

### **(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

### **(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

### **(H) Death of the party whose privacy had been protected**

In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

**EXHIBIT H**

information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

(i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.

(ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.

(iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.

(iv) The information released is limited to that which is necessary for the purposes of the fatality review.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

<u>MARY GEORGES</u>	<u>EXECUTIVE DIRECTOR</u>
Typed Name of Authorized Representative	Title

Telephone Number 6032647083

	<u>12/5/24</u>
Signature of Authorized Representative	Date Signed

VICTORY WOMEN OF VISION  
Agency Name

# 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 VICTORY WOMEN OF VISION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 14, 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: 427749

Certificate Number: 0006821733



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 December A.D. 2024.

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

David M. Scanlan  
Secretary of State

Corporate Resolution

I, Elizabeth Clardy, hereby certify that I am duly elected Clerk/Secretary/Officer  
(Name of Board Member not signing Box 1.11 of grant agreement)

of Victory Women of Vision I hereby certify the following is a true of a vote taken at a  
(Name of Organization receiving grant)

meeting of the Board of Directors/shareholders, duly called and held on 12/05/, 2024  
at which a quorum of the directors/shareholders were present and voting.

Voted: That MARY GEORGES (may list more than one person) is duly  
(Name of person signing Box 1.11 of grant agreement)

authorized to enter into contracts or agreements on behalf of Victory Women of Vision  
(Name of Organization receiving grant)

with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect 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 the date of the contract to which this certificate is attached. This authority shall remain  
valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is  
understood the State of New Hampshire will rely on this certificate as evidence the person(s)  
listed above currently occupy the positions(s) indicated and that they have full authority to bind  
the corporation. To the extent that there are limits on the authority of any listed individual to bind  
the corporation in contracts with the State of New Hampshire, all such limitations are expressly  
stated herein.

DATED: 12/05/2024

ATTEST: Elizabeth Clardy  
(Signature & Title of Board Member not signing Box 1.11 of grant agreement)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/05/2024

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer 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> Heidi Boylan <b>PHONE (A/C, No, Ext):</b> (803) 889-3218 <b>FAX (A/C, No):</b> (803) 645-4331 <b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : Philadelphia Indemnity Ins Co	
		INSURER B : Technology Insurance Company, Inc.	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:** 24-25 GL, Prof. & WC                      **REVISION NUMBER:**

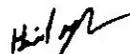
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2567492-005	06/19/2024	06/19/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Professional Liability \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TARNH1043800-03 (3a.) NH	06/25/2024	06/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
B	Patrick Mokuba is excluded from workers compensation.						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)  
Refer to policy for exclusionary endorsements and special provisions.

### CERTIFICATE HOLDER

### CANCELLATION

New Hampshire Department of Justice 1 Granite Place, South Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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50 BRIDGE ST suite 203, Manchester, NH, 03101  
Phone: 603 264 7083  
Victorywomen12@gmail.com

Victory Women of Vision incurred expenses totaling \$578,545.88 during the 2023 fiscal year. As a result, we do not meet the threshold requirements for an audit or single audit as outlined in 2 CFR Subpart E.

MARY N GEORGES  
Founder/Executive Director  
12/06/2024



**Victory Women of Vision**

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**Financial Statements**

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**Victory Women  
of Vision**

**Year Ended December 31, 2022**

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Statement of Activities and Changes in Net Assets.....	5
Statement of Cash Flows.....	6
Statement of Functional Expenses .....	7



Lane Rifkin, PLLC  
84 West Broadway, Derry, NH 03038  
P: 603.434.7500 | F: 888.596.1155

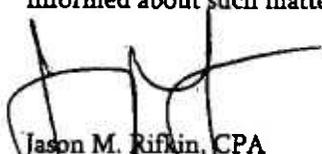
## Independent Accountants' Compilation Report

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To the Board of Directors and Management  
Victory Women of Vision  
25 Lowell St. Suite 307  
Manchester, NH 03101

Management is responsible for the accompanying financial statements of Victory Women of Vision (a nonprofit corporation), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, activities and changes in net assets, cash flows and functional expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.



Jason M. Rifkin, CPA  
Lane Rifkin, PLLC  
Derry, New Hampshire  
August 22, 2023

**VICTORY WOMEN OF VISION  
STATEMENT OF FINANCIAL POSITION  
DECEMBER 31, 2022**

	<b>2022</b>
<b>CURRENT ASSETS</b>	
Cash on hand and in banks	\$ 281,841
Accounts receivable, net	11,876
<b>TOTAL CURRENT ASSETS</b>	<b>293,717</b>
<b>OTHER ASSETS</b>	
Security deposit	2,100
<b>TOTAL OTHER ASSETS</b>	<b>2,100</b>
<b>TOTAL ASSETS</b>	<b>\$ 295,817</b>
<b>LIABILITIES AND NET ASSETS</b>	
<b>CURRENT LIABILITIES</b>	
Accounts payable	3,385
<b>TOTAL CURRENT LIABILITIES</b>	<b>3,385</b>
<b>NET ASSETS</b>	
Unrestricted net assets	2,674
Temporarily restricted net assets	289,758
<b>TOTAL NET ASSETS</b>	<b>292,432</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 295,817</b>

**VICTORY WOMEN OF VISION  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

	<b>2022</b>
<b>UNRESTRICTED NET ASSETS</b>	
Support and revenue:	
Contributions and grants	\$ 178,989
Total support and revenue	<b>178,989</b>
Net assets released from restrictions satisfied by payments	<b>156,622</b>
	<b>335,611</b>
Expenses:	
Management and general	302,513
Program services	59,652
Total expenses	<b>362,165</b>
<b>DECREASE IN UNRESTRICTED NET ASSETS</b>	<b>(26,554)</b>
<b>TEMPORARILY RESTRICTED NET ASSETS</b>	
NHEYP 2022/2023	300,257
NHWF Women of Color	1,000
Arts in Health 2022	5,100
NHCF Express 2022	10,000
Rotary Grant	3,000
Manchester School	88,913
Nellie Mae 2022	15,000
Easter Seals	23,111
Net assets released from restrictions satisfied by payments	<b>(156,622)</b>
<b>INCREASE IN TEMPORARILY RESTRICTED NET ASSETS</b>	<b>289,759</b>
<b>TOTAL INCREASE IN NET ASSETS</b>	<b>263,205</b>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<b>29,227</b>
<b>NET ASSETS, END OF YEAR</b>	<b>\$ 292,432</b>

See independent accountants' compilation report.

**VICTORY WOMEN OF VISION  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

	<b>2022</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Net income	\$ 263,205
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
(Increase) decrease in:	
Accounts receivable	(2,704)
Security deposit	(1,400)
Increase (decrease) in:	
Accounts payable	1,585
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>260,686</b>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>	
 NET CASH PROVIDED/(USED) BY INVESTING ACTIVITIES	 -
 <b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
 NET CASH PROVIDED/(USED) BY FINANCING ACTIVITIES	 -
 <b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	 <b>260,686</b>
 <b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	 <b>21,155</b>
 <b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	 <b>\$ 281,841</b>
 <b>SUPPLEMENTAL DISCLOSURES</b>	
Cash paid for interest	\$ -

See independent accountants' compilation report.

**VICTORY WOMEN OF VISION  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2022**

EXPENSES:	2022					Total
	Program Services				Management and general	
	Adult Program	Youth Program	General Programs	Total Program Services		
Bank fees	-	-	-	-	121	121
Business licenses and fees	-	-	-	-	38	38
Charitable contributions	-	-	-	-	50	50
Consultants and subcontractors	-	17,105	-	17,105	-	17,105
Elder assistance	626	161	-	787	947	1,734
Equipment	-	827	-	827	668	1,495
Event and meeting expense	72	5,390	8,783	14,245	1,869	16,114
Food assistance	-	-	1,362	1,362	-	1,362
General program expense	-	6,028	-	6,028	-	6,028
Grant expenses	42	-	-	42	-	42
Insurance	-	-	1,049	1,049	3,898	4,947
Marketing and advertising	-	340	-	340	-	340
Mentee incentives	-	1,711	-	1,711	(500)	1,211
Office expenses	50	2,223	59	2,332	338	2,670
Administrative payroll	79,123	157,803	4,073	240,999	11,901	252,900
Postage	-	-	-	-	213	213
Professional fees	1,200	8,439	5,650	15,289	1,300	16,589
Rent	4,200	-	-	4,200	11,700	15,900
Software	-	23	-	23	-	23
Stipends	-	11,100	-	11,100	(90)	11,010
Strategic planning expense	-	500	-	500	-	500
Sub-award expense	-	4,458	-	4,458	-	4,458
Subscriptions	-	318	-	318	-	318
Supplies	-	703	138	841	914	1,755
Telephone and internet	44	107	-	151	1,670	1,821
Travel and vehicle expense	57	1,407	395	1,859	1,370	3,229
Website and email hosting	-	-	192	192	-	192
<b>TOTAL EXPENSES</b>	<b>\$ 85,414</b>	<b>\$ 218,643</b>	<b>\$ 21,701</b>	<b>\$ 325,758</b>	<b>\$ 36,407</b>	<b>\$ 362,165</b>

See independent accountants' compilation report.

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

DEPARTMENT OF THE TREASURY

Date: **JUN 18 2020**

VICTORY WOMEN OF VISION  
C/O SHEEHAN PHINNEY BASS & GREEN PA  
MADELINE C HUTCHINGS  
1000 ELM ST 17TH FLOOR  
MANCHESTER, NH 03101

Employer Identification Number:  
43-2046070  
DLN:  
29053043326030  
Contact Person:  
NEIL G HEPBURN ID# 54004  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
May 15, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar

Letter 947

VICTORY WOMEN OF VISION

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink that reads "Stephen A. Martin". The signature is written in a cursive style with a prominent initial 'S'.

Director, Exempt Organizations  
Rulings and Agreements



PO Box 38  
50 Bridge St., Suite 203  
Manchester, NH 03101  
Phone (603) 264-7083  
Email: [victorywomen12@gmail.com](mailto:victorywomen12@gmail.com)

### **Board of Directors**

Margaret H. Martens: Board Chair

Elizabeth Clardy MD; Co- Board Chair

Niva Muchuma: Board Member

Patrick Mokuba : Board Member, Treasurer

Shirley Tomlison: Board Member



Key Personnel is responsible for meeting the terms and conditions of the VAWA agreement.

Name	Title	Annual Salary
<b>Mary Georges</b>	<b>Executive Director</b>	<b>\$100,000</b>
Will provide overall project leadership, supervise all group facilitators (consultants), and lead outreach, recruitment and education efforts.		
<b>Glory Mukendi</b>	<b>Program Director</b>	<b>\$58,000</b>
Domestic Violence support project and direct supervisor of 2 case advocates as well as data collection and administrative work.		
<b>Feza Immaculee</b>	<b>Case Advocate/outreach</b>	<b>\$40,000</b>
will serve as an advocate and be the primary point of contact for crisis intervention services as well as outreach in the community		
<b>Carlondi Nicaela Bien Aime</b>	<b>Case manager/Outreach</b>	<b>\$40,000</b>
<i>will serve as an advocate and be the primary point of contact for crisis intervention services as well as outreach in the community</i>		

# Carlondie Nicaela BIEN-AIME

## SKILLS

---

- Microsoft Office
- Time Management
- Customer Service
- Leadership
- Adaptability and flexibility
- Problems solving

## EXPERIENCES

---

### **Manager, Tokoss Bar & Lounge, Manchester, NH 03101: 06/2024 – Present**

- Setting goals for the entire company
- Develop strategies and resources to help the team meeting the goals
- Monitoring the company progress weekly and monthly
- Ordering and purchasing product to ensure the business have enough to meet the customers demand
- Recruiting and training employees
- Resolving conflict

### **Store Manager, Afro Paris LLC, Manchester, NH: 06/30 /2024 - present**

- Overseeing the daily operations of a retail store
- Inventory off the products
- Keeping management informed by submitting activity and results in reports
- Contributes to team effort by accomplishing related results as needed
- Cash register

### **General Manager, Gifts boutique, Port-au-Prince, 03/ 2016- 10/2022**

- Setting goals for the entire company
- Develop strategies and resources to help the team meeting the goals
- Monitoring the company progress weekly and monthly
- Ordering and purchasing product to ensure the business have enough to meet the customers demand
- Recruiting and training employees
- Resolving conflict

### **CIVIL SERVANT, Office d'Etat Civil de Tabarre, Port-au-Prince 02/2019 – 05/2020**

- Prepared civil status documents: birth certificate, Marriage, adoption, death.
- Provided services to individuals, groups, and organizations
- Manage communication with employees and customers
- Maintain professionalism and strict confidentiality with all materials for the government
- Review and draft legal documents

### **Administrative Assistant and Legal assistant, Gassant Legal Group, Port-au-Prince, 06/2017 – 10/2017**

- Organized the office and Scheduled meetings
- Conducted legal research
- Improved by 50 % the communications such as memos, emails, reports, and other correspondence in the office
- Created and maintained electronic and physical files.
- Made independent decisions daily, addressing the best way to handle specific tasks.

### **Administrative Assistant and Legal assistant, Etude Notarial Jean-Henry CEANT, Port-au-Prince, 02/2013 to 02/2016**

- Served as the primary contact in the office

- Made independent decisions daily, addressing the best way to handle specific tasks.
- Supported personnel and clients regularly
- Provide administrative support to attorneys

**Customer Service Agent: Digicel, Port-au-Prince, 02/2012 – 12/2012**

- Solved customer problems
- Maintained records of customer interactions
- Answer customer inquiries

**EDUCATION AND CERTIFICATIONS**

---

**Quisqueya University** - Law studies

**Universite d'Etat d'Haiti** - Bachelor degree

**UDEMY**

- Certificat Associate in Project Management Exam Prep by Joseph Phillips
- Certificat office Administration and management by expert learning
- Certificat Project Management Fundamentals by Mauricio Rubio from Agile Guru & Founder of Agile KB
- Certificat Art Gallery Management by Dr. Jose Prabhu J
- Certificat interior design by Alex Lecis
- Certificate of Effective Legal Office Administration by stone River eLearning

# GLORY MUKENDI

## KEY QUALIFICATIONS PROFILE

- ✓ Demonstrated attention to detail and decision-making skills to respond to high-pressure situations.
- ✓ Advanced leadership and people management skills with an ability to lead, coach, and mentor all levels of teammates.
- ✓ Proficient in managing conflict, building consensus, and facilitating problem-solving and collaboration amongst cross-functional teams.
- ✓ Ran for Selectman Ward 3 (2021) and Ward 9 (2023)
- ✓ Demonstrated self-awareness, reliability, and focus in a remote work environment
- ✓ Works closely with employees across all departments to create presentations and briefings for executive meetings.
- ✓ Advocacy, legislative, political, non-profit, and campaign experience
- ✓ Demonstrated ability to lead high-level interactions with internal business partners, suppliers, and agencies, working effectively across functions, geographies, and cultures.

## SKILLS & EXPERTISE

✓ Cross-Functional Collaboration	✓ Intuit Quickbook	✓ Proficient in Microsoft office
✓ Develop and implement new project	✓ Ability to maintain a high level of strategic planning and organizational practices	✓ Remote /hybrid work experience
✓ Mentoring	✓ Financial Reporting & Budgeting	✓ Inspector ballot for elections
✓ Facilitating	✓ Event planning	✓ Election campaigning and canvassing
✓ Program managers	✓ Grant reporting and submission.	✓ Experience and cultural proficiency working with the BIPOC population
✓ Language proficient in French and Lingala		

## PROFESSIONAL EXPERIENCE

### VICTORY WOMEN OF VISION, MANCHESTER, NH

*Assistant Director – JULY 2020 – PRESENT*

- Grant management of federal and state funding, including assisting with budget development and information gathering for VWV applications and proposals.
- Grant reporting, including managing administrative responsibilities, financial reporting, reviewing and submitting invoices, and monitoring the budget/finances.
- Manages program planning, quality, and impact to meet company purpose, goals, and grant criteria in a continuous improvement culture.
- collaborating with community partners and engaging the community to build enduring and constructive relationships.
- Management of VWV's accounting and tax-related documentation in partnership with a contracted tax preparer.
- Teaching/facilitating the Youth Program and mentoring New American youth.
- Prepare various Board materials, such as grant recommendations, and financial report summaries, and present them to the Board
- Manage different programs including Sexual assault and Domestic Violence, supervise case managers and advocates, and youth program coordinators to ensure the organizational mission, goals, and grant requirements are followed within a culture of continuous improvement.
- Manages regular communications with the Executive Director and Board of Directors, including developing board members and working closely with the founder on vision implementation.
- Direct and manage human resource functions, including processes, policy creation, and implementation.
- Represent VWV in a public manner, by communicating program strategies and the results of grant-making activities.

### GMUK BOOKKEEPING SLT, LLC

*CEO August 2022-Present*

- Maintaining records of financial transactions by posting and verifying
- Preparing financial reports by collecting, analyzing, and summarizing accounting for information

- Assisting in financial activities such as running payroll and generating invoices
- Establishing different accounts
- Reconciled bank statements with financial records to summarize banking and business operations.
- Reconciled patient accounts and sent out statements to ensure the correct payment for services rendered.
- Entered bills into the accounting system and wrote and sent checks to pay vendors on time.

### **NEW HAMPSHIRE CHARITABLE FOUNDATION**

*Community Listening and Research Project, May 2021-March 2022*

- Conducting research in the community, which could include surveys, virtual group conversations, and phone interviews.
- Creating a summary of what's learned and adding recommendations for action for the New Hampshire Charitable Foundation.
- Build relationships with the people of New Hampshire and those who share common experiences.
- Follow up and Continuing outreach.

### **HERTZ RENT A CAR, NEW YORK, NY**

*SENIOR LOGISTICS MANAGER ~ May 2010 – April 2020*

- Differentiated Sr. Logistics Manager, proved critical in high-stress situations with Senior and C-Level Executives, displayed immense ability to overcome objections utilizing data-driven negotiation and tact.
- Supervised 100+ union employees while promoting creative problem-solving and innovation to expand logistics operations for future growth.
- Successfully distributed fleets between airports, Manhattan, and 15 off-airport rental locations. Facilitated the execution of the enterprise fleet plan and fleet policies and practices across the region.
- Played a key role in the development and implementation of freight cost savings strategies and interpreted policy and guidance material that emanated from higher echelons.
- Developed and maintained business relationships with new and existing clients and propelled a wide range of local logistics solutions with a major customer service emphasis.
- Execute timely and accurate processing of weekly and monthly payroll and direct deposits.
- Daily administrative work such as answering phones, preparing correspondence and reports, inventory management, and create, updating, and maintaining records.
- Help orient and train new employees.
- Supervise daily and scheduled operations of drivers.
- Ensure all drivers are compliant with company and safety standards, and with all federal and state regulations by providing safety training.

### **EDUCATION & CERTIFICATIONS**

- **Bachelor's Degree, Business Studies, Finance** ~ Southern New Hampshire University, Manchester, NH, May 2010
- **Associate degree, General Studies** ~ UNH Manchester, Manchester, NH, Jun 2006
- **QuickBooks online certified**
- **Lean Six Sigma Certification**
- **Non-profit management certification program** : Metro West Non-profit Network, December 2022
- **Equity Leadership fellowship program cohort 9** : ELF Network certified June 2023
- **MA in Special Education and Graduate Certificate in Trauma Informed Policy** : UNH Durham , December 2025
- **Certificate Leadership Series Class of 2024** : June 2024

### **Volunteer Experience**

Victory Women of Vision	youth Mentor	2020-present
PIC	Advocacy training	2021-2022
Manchester Mental Health Center	Board Member	2024-2026
City of Manchester	Ballot Inspector	2021 & 2024
Office of Youth Services (OYS)	Board Member	2022-present
Manchester Proud Council	Board Member	2023-Present

IMMACULEE FEZA



## Experience

**Case Manager/Advocate**  
**Victory Women of Vision Youth program**  
**September 2022-Present**

- Assist Clients survivors of domestic violence, sexual assault and stalking and their children.
- Advocate or counsel those clients to find approach solution to their problems.
- Help them to get a safe home while being in this program.
- Meet or be in touch with those clients often as possible
- Work closely with the Transitional Housing funders.
- Provide report for activities done.
- Central High School Youth Mentor
- interpreter for Swahili and Kinyarwanda youth speaker for VWV Cross cultural leadership after school program
- Assess the compliance of individuals on a case by case basis
- Determining which services and assistance are necessary
- Serving as a liaison between the client and social, financial, health and legal services.

**Client Service Assistant**  
**Home care, Ofemz home care**  
**March 2022 to May 2022**

- Assist clients by answering their inquiries
- Supports` a client by proving housekeeping, shopping for food and other household requirements.
- Listen, observe and protect.
- Know their needs and advocate
- Assist in smoothly and politely managing routine customer requests and queries.

**Office Clerk**  
**Temp, coWorx Staffing Service**  
**April 2021 to July 2021**

- Performs a range of basic office support activities for a unit/department
- greeting and directing visitors,
- data entry, and/or word processing work as assigned
- answering questions and performing routine clerica

## **Education**

High school diploma / June 16,2017

*Phoenix Charter Academy*

Computer Classes and social worker certificate ?January 2018 to April 2018

*JVS Boston*

## **Award and Achievement**

*Phoenix Charter Academy*

Resilience award

The phoenix a ward

Honor roll award

## **Skills**

Active Listening.

Communication

Collaboration.

Intervention.

Computer

Leadership

Organizational

People

Customer Service

# MARY N. GEORGES

## KEY QUALIFICATIONS PROFILE

- ✓ **Dedicated and compassionate** executive director with over 10 years of experience in nonprofit
- ✓ **Result oriented** executive with comprehensive experience in non profit and foundation administration. Proven ability to **revitalize productive programs, identify, conceive and implement** new programs and raise needed funds
- ✓ **Exceptional knowledge** of issues faced by minorities populations
- ✓ **Superior knowledge** of partnership development ,staff leadership ,and financial management

## SKILLS & EXPERTISE

- ✓ Strategic planning
- ✓ Team building
- ✓ Program development
- ✓ Relationship building
- ✓ Project Management

- ✓ Leadership and mentoring
- ✓ Communication
- ✓ Budget Preparation
- ✓ Branding and image development
- ✓ Social justice advocate

- ✓ Promotion and marketing
- ✓ Funds development planning
- ✓ Skilled in drafting presentations and
- Public speaking
- ✓ Microsoft office

## PROFESSIONAL EXPERIENCE

### VICTORY WOMEN OF VISION, MANCHESTER, NH

*Founder/Executive Director~ 2009-present*

- Organization focused to encourage and empower women to be self-sustaining. Manchester, NH
- Provided organizational leadership and collaborated with executive partners and community members and organizations to establish long-term goals and to gain financial support.
- Ensure youths programs, services and activities that prepare youth for success, always promoting safety of members and quality in programs.
- Provide guidance, mentorship and role modeling to immigrants and refugees youths and young adults.
- Oversaw strategic business decision-making to develop, enhance and enforce organization mission.
- Help African refugee and Immigrant women and families to bridge the socio-economic disparities
- Conducting literacy and computer classes to refugee women to be independent and advocates for themselves attaining English skills
- Established the women economic group to be self-sufficient to share African culture with the larger community
- Coordinates with the board of directors to report on performance and advocate for the organization
- Oversees daily operations of the business
- Coordinates with the board of directors to report on performance and advocate for the organization

### VICTORY WOMEN MINISTRY; MANCHESTER, NH

*Assistant Pastor ~ 2003-2009*

- Outreached women to mobilize them for the ministry
- To be available to lead and Organized Bible Study class
- Coordinated women conferences and retreats
- Organized Friday revival meetings
- Lead, preach church services and counsel as needed
- Established TV program for women Ministry

### EMMANUEL TOP QUALITY CLEANING, MANCHESTER, NH

*Owner / Manager~ 2005-2014*

- Supervise janitorial operations in a building and coordinate cleaning staff
- Ordering supplies, creating schedules, and training employees

- Monitoring progress towards goals and securing new clients
- Reviewing business finances and sending invoices

### **L&G CLEANING, MANCHESTER, NH**

**CO OWNER~2002-2005**

- Reviewing business finances and sending invoices
- Checking and signing cleaning checklist and custodial staff's timesheet
- Cleaning inspections
- Inspected cleaned areas and prepared report of daily cleaning activities

### **EDUCATION & CERTIFICATIONS**

- **2012-2013: Master of Science, Organizational Management and Leadership**  
Springfield College, Massachusetts, Manchester,
- **2009-2012: Bachelor of Human Services**  
Springfield College, Manchester, New Hampshire

### **COMMUNITY ACHIEVEMENTS**

- **Founder / President of the Congolese Community in NH**
  - Raise awareness for violence against women since 2009
  - Raise the DRC Flag Event on Independence Day with Political leaders in our City follow by Conference or Symposium since 2009
  - Educate minority youth to lead
  - Unite the presidents of the Congolese Community of New England
- **Co-founder Love your Neighbor**
- **Co-chair of the Integration Steering committee for Refugees in Manchester**
- I have been actively involved in my community as an **ordained minister**
- **Elected Select Woman for the city of Manchester Ward 3 since 2017**
- served on the Manchester School Board committee from 2017-2019

### **AWARDS AND APPRECIATION**

- The Good Samaritan award, 2019
- Freedom of speech AWARD, at MCAM, as the best preacher of the city, in 2008
- GOOD SAMARITAN, APPRECIATION by the Haitian Community of NH in 2006



### **Case Advocate for Domestic Violence**

The Case Advocates answers the Executive Director and Assistant Director works closely. The Case Manager may work with families, adults and children.

Education:

Prefer a bachelor's degree in a related field.

Experience:

Must have 1 or more years of experience.

From a client centered perspective, the case manager assists the client in achieving his/her goals.

Responsibilities:

- Help determine what type of aid the client needs.
- Work with clients and other professionals to develop a service plan.
- Work with other professionals in meeting clients.
  
- Assist Clients survivors of domestic violence, sexual assault and stalking and their children.
- Advocate or counsel those clients to find solutions to their problems.
- Help them to get a safe home while in this program.
- Provide weekly report for activities done.
- Help Apply for services and assistance, such as Medicaid, food stamps, Medicare that are available to clients.
- Coordinate services provided to clients.
- Check in with clients to ensure that services are being provided.
- Assist clients in general and specific ways as needed in specific cases.
- Seek out new cases of need in the community.
- Outreach workers to various community groups. Available for interpreter services and will also participate in various groups, acting as interpreters and support staff as needed.

The case advocates will have special focus on helping women process the shame they often feel from their community's response to reports of domestic violence. They will work with clients to process this and develop a positive sense of self. As appropriate to assist the client, case managers will also make referrals for assistance to other family members.



### **Community Outreach for Domestic Violence**

The Community outreach answers the Executive Director and Assistant Director works closely. The Case Manager may work with families, adults and children.

#### **Education:**

Prefer a bachelor's degree in a related field.

#### **Experience:**

Must have 1 or more years of experience.

From a client centered perspective, the case manager assists the client in achieving his/her goals.

#### **Responsibilities:**

- Help determine what type of aid the client needs.
- Work with clients and other professionals to develop a service plan.
- Work with other professionals in meeting clients.
  
- Assist Clients survivors of domestic violence, sexual assault and stalking and their children.
- Provide weekly report for activities done.
- Works with community team and supervisor to identify/modify culturally appropriate materials to use with
- Facilitates communication and coordination among service providers for each family
- Follows up with families to ensure follow-through on referrals, to document services accessed, and re-assess needs on a regular basis.
- Coordinate services provided to clients with the case manager.
- Check in with clients to ensure that services are being provided.
- Assist clients in general and specific ways as needed in specific cases.
- Seek out new cases of need in the community.
- Outreach to various community groups (church, community events...) Available for interpreter services and will also participate in various groups, acting as interpreters and support staff as needed.

The outreach worker will assist the client during the monthly meeting focus group and will also make referrals for assistance to other family members.