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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

128

March 31, 2025

The Honorable Ken Weyler, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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**

- Pursuant to RSA 14:30-a, VI, authorize the Department of Justice to accept and expend \$69,750 in registration fees and further accept and expend \$38,000 in federal funds for a total of \$107,750, for a two-day advanced training event entitled "2025 Partnering for a Future Without Violence Conference" to be held September 3-4, 2025, to cover conference costs, effective upon approval of the Fiscal Committee of the General Court and the Governor and Executive Council through June 30, 2025. 65% Agency Income and 35% Federal Funds.

Funds are to be budgeted in account: #02-20-20-200010-50860000; Job#20DVCONFFY25, Domestic Violence Conference as follows:

Class/Expense	Class Title	Current FY25 Budget	Increase Amount Agency Income	Increase Amount Federal Funds	Revised FY25 Budget
020-500204	Current Expense	\$0	\$1,000	\$0	\$1,000
067-500557	Training of Providers	\$124,271	\$68,750	\$38,000	\$231,021
<b>Total:</b>		<b>\$124,271</b>	<b>\$69,750</b>	<b>\$38,000</b>	<b>\$232,021</b>
Funding Source					
009-403259-44	Domestic Violence Conference	\$65,025	\$69,750	\$0	\$134,775
000-400338-16	Federal Funds	\$59,246	\$0	\$38,000	\$97,246
<b>Total:</b>		<b>\$124,271</b>	<b>\$69,750</b>	<b>\$38,000</b>	<b>\$232,021</b>

The Honorable Ken Weyler, Chairman  
Fiscal Committee of the General Court

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council

March 31, 2025

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- Contingent upon approval of Requested Action #1, authorize the Department of Justice to conduct a two-day advanced training event, entitled "2025 Partnering for a Future Without Violence Conference" to be held September 3-4, 2025, for a total cost not to exceed \$107,750, for the purpose of training professionals providing direct services to victims of crime, and further authorize the Department to enter into an agreement with JPA III Management Company, Inc., d/b/a DoubleTree by Hilton, Manchester, NH (Vendor #165195-B001) in an amount not to exceed \$91,234.50 for the purpose of providing necessary conference facilities and services for the training event, effective upon approval of the Governor and Executive Council through September 30, 2025. 58% Agency Income, 42% Federal Funds.

Contingent upon approval of Requested Action #1, funding is available as follows:

02-20-20-200010-50860000,	<u>FY 2025</u>
Domestic Violence Conference,	
067-500557 Training of Providers	\$91,234.50

#### EXPLANATION

The Department of Justice is committed to continuing to provide high-quality, low-cost training opportunities to New Hampshire professionals on issues related to child abuse and neglect, domestic and sexual violence, stalking, strangulation, human trafficking, and elder abuse. This annual conference provides in-depth topics to enhance services to victims of crime.

Each of the approximately 450 people attending this annual two-day conference will pay a \$155 registration fee, totaling \$69,750. The remaining funds for the conference will come from the following Department of Justice Federal Grants: \$15,000 from the Children's Justice Act Grant, \$15,000 from the Victims of Crime Act Grant, and \$8,000 from the Violence Against Women Act Grant. The Department will waive the registration fee for up to an additional 50 attendees including speakers and other professionals participating in the conference.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this conference.

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

Respectfully submitted,



John M. Formella  
Attorney General

The Honorable Ken Weyler, Chairman  
Fiscal Committee of the General Court

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
March 31, 2025  
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**“2025 Partnering for a Future Without Violence Conference”  
AGENDA - DRAFT**

**WEDNESDAY SEPTEMBER 3, 2025**

8:00 am - 9:00 am	Registration
9:00 am - 9:15 am	Welcome and Introductory Remarks
9:15 am - 10:15 am	Keynote Address
10:15 am - 10:30 am	Break
10:30 am - 12:00 pm	<u>Session 1</u> : Seminars 1 – 6
12:00 pm - 1:00 pm	Lunch
1:00 pm - 2:30 pm	<u>Session 2</u> : Seminars 7 – 12
2:30 pm – 2:45 pm	Break
3:00 pm - 4:15 pm	<u>Session 3</u> : Seminars 13 - 18

**THURSDAY SEPTEMBER 4, 2025**

8:30 am – 9:00 am	Registration
9:00 am – 10:30 am	<u>Session 4</u> : Seminar 19 - 24
10:30 am – 10:45 am	Break
10:45 am – 12:15 am	<u>Session 5</u> : Seminar 25 - 30
12:15 am – 1:30 pm	Lunch
1:30 pm – 3:00 pm	<u>Session 6</u> : Seminars 31 - 36

**Anticipated Budget**

**2025 Partnering For a Future Without Violence Conference**

<b>Item</b>	<b>Description</b>	<b>Budget</b>
Printing/Supplies	Program Guide, Name Tags, Lanyards, Portfolios, CEU Application etc.	\$3,210.00
Presenter Expenses	Honorarium and Travel Expenses-Presenters	\$13,305.50
Facility Contract	JPA III Management Company, Inc., dba DoubleTree by Hilton	\$91,234.50
<b>Total</b>		<b>\$107,750.00</b>

Department of Justice  
 GRANTS FISCAL SITUATION-FISCAL YEAR 2025  
 02-20-20-200010-50860000-Domestic Violence Conference

Total Grant	\$	98,913
Less Expenditures to 06/30/2024	\$	-
Remaining Authorization to Budget	\$	98,913
Less Current Budget Authorization	\$	27,846
Total Available for Budgeting	\$	71,067
Available to Budget at Later Date	\$	56,067
<b>REQUESTED ACTION</b>	<b>\$</b>	<b>15,000</b>

Grant Award Number	Award Amount	Expenses to 06/30/2024	Balance
2203NHCJA1	\$ 98,913	\$ -	\$ 98,913



**Recipient Information**

- 1. Recipient Name  
NEW HAMPSHIRE  
33 Capitol Street  
  
CONCORD, NEW HAMPSHIRE 03301 6397
- 2. Congressional District of Recipient  
\*See Remarks
- 3. Payment Account Number and Type  
\*See Remarks
- 4. Employer Identification Number (EIN)  
1026000618H4
- 5. Data Universal Numbering System (DUNS)  
808591127
- 6. Recipient's Unique Entity Identifier  
RQ3MKLRJ4LV6
- 7. Project Director or Principal Investigator  
Kathleen Carr  
  
Kathleen.Carr@doj.nh.gov
- 8. Authorized Official  
\*See Remarks

**Federal Agency Information**

- 9. Awarding Agency Contact Information  
Sona Cook  
Grants Management Officer  
sona.cook@acf.hhs.gov  
214-767-2973
- 10. Program Official Contact Information  
Joseph Bock  
Associate Commissioner  
ACYF - Children's Bureau  
joe.bock@acf.hhs.gov  
202-205-8594

**Federal Award Information**

- 11. Award Number  
2203NHCJA1
- 12. Unique Federal Award Identification Number (FAIN)  
2203NHCJA1
- 13. Statutory Authority  
Chld Justice & Ass/Amend
- 14. Federal Award Project Title  
\*See Remarks
- 15. Catalog of Federal Domestic Assistance (CFDA) Number  
93.643
- 16. CFDA Program Title  
Children's Justice Grants to States
- 17. Award Action Type  
New
- 18. Is the Award R&D?  
\*See Remarks

**Summary Federal Award**

**Financial Information**

- |   |                     |
|---|---------------------|
| 19. Budget Period Start Date 10-01-2021   | End Date 09-30-2025 |
| 20. Total Amount of Federal Funds Obligated by this Action                        | \$98,913.00         |
| 20a. Direct Cost Amount   | *See Remarks        |
| 20b. Indirect Cost Amount Administrative Offset                                   | *See Remarks        |
| 21. Authorized Carryover  | *See Remarks        |
| 22. Offset  | *See Remarks        |
| 23. Total Amount of Federal Funds Obligated this budget period                    | \$98,913.00         |
| 24. Total Approved Cost Sharing or Matching, where applicable                     | *See Remarks        |
| 25. Total Federal and Non-Federal Approved  | *See Remarks        |
| 26. Project Period Start Date 10-01-2021 -  | End Date 09-30-2025 |
| 27. Total Amount of the Federal Award including Approved Cost Sharing or Matching | *See Remarks        |

- 28. Authorized Treatment of Program Income  
\*See Remarks
- 29. Grants Management Officer - Signature

Sona Cook

**Footnotes**

Grants Management Officer



**Recipient Information**  
NEW HAMPSHIRE  
33 Capitol Street  
CONCORD, NEW HAMPSHIRE 03301 6397  
**Employer Identification Number (EIN):** 1026000618H4  
**Data Universal Numbering System (DUNS):** 808591127  
**Recipient's Unique Entity Identifier:** RQ3MKLRJ4LV6  
**Object Class:** 41.15

**Financial Information**

<u>Appropriation</u>	<u>CAN</u>	<u>Allotment</u>	<u>Award this action</u>	<u>Cumulative Grant Award to Date</u>	<u>Document Number</u>	<u>Funding Type</u>
75-15-X-5041-016 Reprogramming Prior Yr 1	2022,G99CJ12		\$58.00	\$58.00	\$58.00	G-2203NHCJA1
75-15-X-5041-016 Formula	2022,G99CJ22		\$98,855.00	\$98,855.00	\$98,855.00	G-2203NHCJA1

**Terms and Conditions**



**Children’s Justice Act Grants Supplemental Terms and Conditions**

By acceptance of awards for this program, the recipient agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

The administration of this program is authorized under Title I, Section 107, of the Child Abuse Prevention and Treatment Act (CAPTA). The program is codified at 42 U.S.C. §5101 “et. seq.” and 34 U.S.C. § 20104 and does not have program-specific implementing regulations. See the annual Program Instruction ACYF-CB-PI-20-06 issued February 28, 2020 describing requirements. As applicable to insular areas identified under 45 CFR §97.11, the 45 CFR Part 97 – Consolidation of Grants applies to this program.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under 45 CFR Part 75. In accordance with 45 CFR §75.101 Applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions were identified.

Additional applicable regulations and requirements can be found in the General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants.

This program has no matching requirements. Each entity receiving sums made available for administrative purposes shall certify that such sums will not be used to supplant State or local funds, but will be used to increase the amount of such funds that would, in the absence of Federal funds, be made available for these purposes.

The expenditure reporting form used for financial reporting is the SF-425 Federal Financial Report. It is submitted annually and must be submitted no later than December 30 - 90 days following the end of each Federal Fiscal year. Four SF-425 reports must be submitted for each grant award: interim reports for years one through three of the project period and a final report (cumulative) covering the entire project period. These annual reports must be submitted electronically through the HHS Payment Management System (PMS).

Funding (project) period and obligation period. In accordance with 42 U.S.C. §5106c(f) as authorized by 34 U.S.C. §20104, this program has a 48-month project/obligation period starting the first day of the Federal Fiscal Year, October 1, for which funds were awarded and ending the last day of the third succeeding Federal Fiscal Year, September 30. Any Federal funds not obligated by the end of the respective obligation period will be recouped by this Department in accordance with 34 U.S.C. §20101(e). Please see ACYF-CB-PI-18-08 for more information regarding expenditure period length.

Liquidation period. In accordance with 45 CFR §75.309(b), all obligated Federal funds awarded under this grant must be liquidated no later than 90 days after the end of the funding/obligation period. Any Federal funds not liquidated by December 30 of the third fiscal year succeeding the fiscal year in which the grant was awarded will be recouped by this Department. Please see ACYF-CB-PI-18-08 for more information regarding expenditure period length.

As required by section 107(b) of CAPTA, each state receiving the grant must annually submit an application, as well as a report on the manner in which assistance received under this program was expended throughout the State. Instructions for submitting the report and application, including due dates, are published through an annual Program Instruction.

Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

These program-specific Supplemental Terms and Conditions will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation or other requirement is enacted or whenever any of the applicable existing Federal statutes, regulations, policies, procedures or restrictions is amended, revised, altered, or repealed.

**Remarks**

\* This field is intended to be included in the standardized Notice of Award and will be displayed in subsequent quarters.

Department of Justice  
 GRANTS FISCAL SITUATION-FISCAL YEAR 2025  
 02-20-20-200010-50860000-Domestic Violence Conference

Total Grant	\$ 3,615,341
Less Expenditures to 06/30/2024	\$ -
Remaining Authorization to Budget	<u>\$ 3,615,341</u>
Less Current Budget Authorization	<u>\$ 23,106</u>
Total Available for Budgeting	<u>\$ 3,592,235</u>
Available to Budget at Later Date	<u>\$ 3,577,235</u>
<b>REQUESTED ACTION</b>	<u><u>\$ 15,000</u></u>

Grant Award Number	Award Amount	Expenses to 06/30/2024	Balance
15OPVC-24-GG-00696-ASSI	\$ 3,615,341	\$ -	\$ 3,615,341



Department of Justice (DOJ)

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	NEW HAMPSHIRE DEPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL 1 GRANITE PLACE SOUTH		
<b>City, State and Zip:</b>	CONCORD, NH 03301		
<b>Recipient UEI:</b>	RQ3MKLRJ4LV6		
<b>Project Title:</b> OVC FY 2024 VOCA Victim Assistance Formula Grant	<b>Award Number:</b> 15POVC-24-GG-00696-ASSI		
<b>Solicitation Title:</b> OVC FY24 VOCA Victim Assistance Formula Grant			
<b>Federal Award Amount:</b> \$3,615,341.00	<b>Federal Award Date:</b> 9/5/24		
<b>Awarding Agency:</b>	Office of Justice Programs Office for Victims of Crime		
<b>Funding Instrument Type:</b>	Grant		
<b>Opportunity Category:</b> D <b>Assistance Listing:</b> 16.575 - Crime Victim Assistance			
<b>Project Period Start Date:</b> 10/1/23	<b>Project Period End Date:</b> 9/30/27		
<b>Budget Period Start Date:</b> 10/1/23	<b>Budget Period End Date:</b> 9/30/27		
<b>Project Description:</b>  This applicant will provide funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds typically are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims. NC/NCF.			

## Award Letter

September 5, 2024

Dear Kathleen Carr,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by NEW HAMPSHIRE DEPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL for an award under the funding opportunity entitled 2024 OVC FY24 VOCA Victim Assistance Formula Grant. The approved award amount is \$3,615,341.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@oip.usdoj.gov](mailto:askOCR@oip.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

## Memorandum Regarding NEPA

### NEPA Letter Type

OJP - Categorical Exclusion

### NEPA Letter

This grant award provides funds from the Crime Victims Fund to enhance State Victim Assistance payments to eligible crime victims. Victims of Crime Act (VOCA) Assistance funds provide financial assistance to Federal and State victims of crime.

All recipients of funding under this award must assist the Office of Justice Programs (OJP) in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the recipient or by a subrecipient or third party. Accordingly, prior to obligating funds for any of the activities specified below, the grantee must first ensure compliance with OJP NEPA procedures.

The specified activities requiring environmental analysis are:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by OJP. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see <https://ceq.doe.gov/docs/get-involved/citizens-guide-to-nepa-2021.pdf>

Questions about this determination may be directed to your grant manager or Environmental Coordinator for the

Office for Victims of Crime.

202-598-7482

**NEPA Coordinator**

**First Name**

Zoe

**Middle Name**

**Last Name**

French

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**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**

NEW HAMPSHIRE DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

**UEI**

RQ3MKLRJ4LV6

**Street 1**

1 GRANITE PLACE SOUTH

**Street 2**

**City**

CONCORD

**State/U.S. Territory**

New Hampshire

**Zip/Postal Code**

03301

**Country**

United States

**County/Parish**

**Province**

**Award Details**

**Federal Award Date**

9/5/24

**Award Type**

Initial

**Award Number**

15POVC-24-GG-00696-ASSI

**Supplement Number**

00

**Federal Award Amount**

\$3,615,341.00

**Funding Instrument Type**

Grant

**Assistance Listing  
Number**

**Assistance Listings Program Title**

16.575

Crime Victim Assistance

**Statutory Authority**

34 USC 20103(a)

[ ]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2024 OVC FY24 VOCA Victim Assistance Formula Grant

**Awarding Agency**

OJP

**Program Office**

OVC

**Application Number**

GRANT14127834

**Grant Manager Name**

Jennifer Yoo

**Phone Number**

202-880-7315

**E-mail Address**

Jennifer.Yoo@usdoj.gov

**Project Title**

OVC FY 2024 VOCA Victim Assistance Formula Grant

**Performance Period Start**

**Date**

10/01/2023

**Performance Period End Date**

09/30/2027

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2027

**Project Description**

This applicant will provide funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds typically are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims. NC/NCF.

[ ]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

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

Failure to comply with one or more 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 OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

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

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

4

#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient 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.

5

#### Applicability of Part 200 Uniform Requirements

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

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

6

#### Reporting potential fraud, waste, and abuse, and similar misconduct

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

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

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

7

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.

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 pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

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

9

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 in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

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

11

Compliance with DOJ Grants Financial Guide

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

## 12

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.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

## 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by 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 OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 14

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 recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.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.

## 15

Employment eligibility verification for hiring under the award

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

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

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

(1) this award requirement for verification of employment eligibility, and

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

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

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

## 2. Monitoring

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

## 3. Allowable costs

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

## 4. Rules of construction

### A. Staff involved in the hiring process

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

### B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

## 16

### 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.

## 17

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

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

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

## 18

### 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 recipient--

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 recipient 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 recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(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.

19

#### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

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

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

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

21

#### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient 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 recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

#### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

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

## 24

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

## 25

Potential imposition of additional requirements

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

## 26

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" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient 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 the currency of information in SAM.

The recipient 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 (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

## 29

Restrictions on "lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP 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 recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 30

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

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

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

## 31

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."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

#### Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

33

#### VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

34

The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

35

The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

36

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

37

#### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

38

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2024, are available until the end of FY 2027). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

40

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## **Award Acceptance**

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and

(2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

<b>Title of Approving Official</b>	<b>Name of Approving Official</b>	<b>Signed Date And Time</b>
Acting Assistant Attorney General	Brent J. Cohen	9/3/24 5:33 PM

**Authorized Representative**

**Entity Acceptance**

**Title of Authorized Entity Official**  
Director of Administration

**Signed Date And Time**  
\_\_\_\_\_



Department of Justice  
 GRANTS FISCAL SITUATION-FISCAL YEAR 2025  
 02-20-20-200010-50860000-Domestic Violence Conference

Total Grant	\$	1,170,616
Less Expenditures to 06/30/2024	\$	<u>          -</u>
Remaining Authorization to Budget	\$	1,170,616
Less Current Budget Authorization	\$	<u>          8,297</u>
Total Available for Budgeting	\$	1,162,319
Available to Budget at Later Date	\$	<u>          1,154,319</u>
<b>REQUESTED ACTION</b>	<b>\$</b>	<b><u>          8,000</u></b>

Grant Award Number	Award Amount	Expenses to 06/30/2024	Balance
15JOVW-23-GG-00589-STOP	\$ 1,170,616	\$ -	\$ 1,170,616



**Department of Justice (DOJ)**

**Office on Violence Against Women (OVW)**

*Washington, D.C. 20531*

<b>Name and Address of Recipient:</b>	NEW HAMPSHIRE DEPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL 33 CAPITOL ST		
<b>City, State and Zip:</b>	CONCORD, NH 03301		
<b>Recipient UEI:</b>	RQ3MKLRJ4LV6		
<b>Project Title:</b> OVW 2023 STOP VAWA Formula Grant Program	<b>Award Number:</b> 15JOVW-23-GG-00589-STOP		
<b>Solicitation Title:</b> OVW Fiscal Year 2023 STOP Formula Grant Program - Solicitation			
<b>Federal Award Amount:</b> \$1,170,616.00	<b>Federal Award Date:</b> 9/13/23		
<b>Awarding Agency:</b>	Office on Violence Against Women		
<b>Funding Instrument Type:</b>	Grant		
<b>Assistance Listing:</b> 16.588 - Violence Against Women Formula Grants			
<b>Project Period Start Date:</b> 7/1/23	<b>Project Period End Date:</b> 6/30/25		
<b>Budget Period Start Date:</b> 7/1/23	<b>Budget Period End Date:</b> 6/30/25		
<b>Project Description:</b> The STOP (Services, Training, Officers, Prosecutors) Violence Against Women Formula Grant Program (STOP Formula Grant Program) was authorized by the Violence Against Women Act (VAWA) of 1994 and reauthorized by subsequent legislation. The STOP Formula Grant Program encourages partnerships between law enforcement, prosecution, courts, and victim services organizations to enhance victim safety and hold offenders accountable in cases of domestic violence, dating violence, sexual assault, and stalking. The goal of the grant program is to develop and strengthen law enforcement, prosecution, and court strategies to combat violent crimes against women and to develop and strengthen victim services, including community-based, culturally specific services, in cases involving domestic violence, dating violence, sexual assault, and stalking.			

## Award Letter

September 13, 2023

Dear Kathleen Carr,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by NEW HAMPSHIRE DEPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL for an award under the funding opportunity entitled 2023 OVW Fiscal Year 2023 STOP Formula Grant Program - Solicitation. The approved award amount is \$1,170,616.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OVW, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Rosemarie Hidalgo

Director

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

## Memorandum Regarding NEPA

### NEPA Letter Type

OVW – Categorical Exclusion - No Renovations Allowed

### NEPA Letter

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

1. New construction.
2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

### NEPA Coordinator

First Name	Middle Name	Last Name
Debra		Murphy

### Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**

NEW HAMPSHIRE DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

**UEI**

RQ3MKLRJ4LV6

**Street 1**

33 CAPITOL ST

**Street 2**

**City**

CONCORD

**State/U.S. Territory**

New Hampshire

**Zip/Postal Code**

03301

**Country**

United States

**County/Parish**

**Province**

**Award Details**

**Federal Award Date**

9/13/23

**Award Type**

Initial

**Award Number**

15JOVW-23-GG-00589-STOP

**Supplement Number**

00

**Federal Award Amount**

\$1,170,616.00

**Funding Instrument Type**

Grant

**Assistance Listing  
Number**

**Assistance Listings Program Title**

16.588

Violence Against Women Formula Grants

**Statutory Authority**

34 USC 10441, 10446-10451, 10454

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2023 OVW Fiscal Year 2023 STOP Formula Grant

Program - Solicitation

**Application Number**

GRANT13852003

**Grant Manager Name**

KEVIN SWEENEY

**Phone Number**

202-598-3511

**E-mail Address**

KEVIN.SWEENEY@USDOJ.GOV

**Project Title**

OVW 2023 STOP VAWA Formula Grant Program

**Performance Period Start**

**Date**

07/01/2023

**Performance Period End Date**

06/30/2025

**Budget Period Start Date**

07/01/2023

**Budget Period End Date**

06/30/2025

**Project Description**

The STOP (Services, Training, Officers, Prosecutors) Violence Against Women Formula Grant Program (STOP Formula Grant Program) was authorized by the Violence Against Women Act (VAWA) of 1994 and reauthorized by subsequent legislation. The STOP Formula Grant Program encourages partnerships between law enforcement, prosecution, courts, and victim services organizations to enhance victim safety and hold offenders accountable in cases of domestic violence, dating violence, sexual assault, and stalking. The goal of the grant program is to develop and strengthen law enforcement, prosecution, and court strategies to combat violent crimes against women and to develop and strengthen victim services, including community-based, culturally specific services, in cases involving domestic violence, dating violence, sexual assault, and stalking.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Other Award Documents**

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

No other award documents have been added.

## **Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**1**

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient 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) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, 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.

**2**

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient 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 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.

**3**

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient 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 recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

4

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

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

The details of the recipient's obligations related to SAM and to unique entity identifiers 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.

5

#### 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 recipient'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.

6

#### 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 recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website 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.

7

#### 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 website 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.

8

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>.

9

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

10

#### Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient 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.

11

#### Potential imposition of additional requirements

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

12

#### 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.

13

#### 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.

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 pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities.

14

#### 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."

15

#### 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 recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

16

#### 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 recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

17

#### 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.

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

18

#### 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 recipient--

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 recipient 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 recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(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.

## 19

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 recipient 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 recipient is to contact OVW for guidance.

## 20

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.

## 21

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 recipient 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.

## 22

Availability of general terms and conditions on OVW website

The recipient 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.

## 23

Compliance with statutory and regulatory requirements

The recipient 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 OVW's implementing regulations at 28 C.F.R. Part 90.

## 24

Compliance with solicitation requirements

The recipient 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.

## 25

VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients 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. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

## 26

## Misuse of award funds

The recipient 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.

27

### Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient'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, via Grant Award Modification (GAM), from OVW.

28

### Non-supplantation

The recipient 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.

29

### Confidentiality and information sharing

The recipient 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 recipient 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 recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

30

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

The recipient 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; 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.

31

### 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 website 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.

32

#### Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, 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 C.F.R. 200.340.

33

#### Performance progress reports and final report submission

The recipient agrees to provide OVW with specific information regarding subawards (subgrants) made under this award. The recipient 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. Recipients are required to submit this report after the end of each calendar year but no later than March 30 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.

A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Justice Grants System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

34

#### Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

35

#### Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. 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 recipient 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 recipient must be reported by the subrecipient to the recipient 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 recipient 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.

36

#### FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or

more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

37

#### Subrecipient product monitoring

The recipient agrees to monitor subrecipients 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.

38

#### Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. 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 U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

39

#### Publications disclaimer for STOP Formula subrecipients

The recipient 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."

40

#### 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 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.

41

#### Grantee orientation - mandatory attendance

The recipient agrees that the State Administrator for this award will attend an OVW grantee orientation for new state administrators, if the State Administrator has held that position for four years or fewer, as of the project period start date on this award. If there is a change in the State Administrator during the project period, the recipient agrees to send the new State Administrator, regardless of prior experience with this or any other federal award, to the next available OVW grantee orientation for new state administrators.

42

#### Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

43

#### Use of administrative funds to attend training

The recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager and submit an agenda and other relevant supporting documentation to ensure that the training is a cost directly associated with administering the STOP Program under 28 C.F.R. 90.17(b). The annual STOP Administrators meeting is excluded from this condition.

44

#### Consultant compensation rates

The recipient 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, recipients are required to maintain documentation to support all daily or hourly consultant rates.

45

#### Required SAM reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system. The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM), and are incorporated by reference here.

46

#### Prohibition on use of administrative funds for lobbying

The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

47

#### Ongoing compliance with statutory certifications

The recipient 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 recipient'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), 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered 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

#### Required funding allocations, including funding for culturally specific organizations

The recipient agrees that, of the amount awarded, not less than 25 percent shall be allocated for law enforcement, not less than 25 percent shall be allocated for prosecutors, not less than 30 percent shall be allocated for victim services, and not less than 5 percent shall be allocated to courts. The recipient also agrees that of the 30 percent of funds allocated for victim services, 10 percent will be distributed to culturally specific community-based organizations. The recipient understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," which are defined by 42 U.S.C. 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics." Further, the recipient agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.

49

#### Sexual assault set-aside

The recipient agrees that not less than 20 percent of the amount granted shall be allocated for programs and projects in two or more allocations (victim services, law enforcement, prosecution, courts) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship.

50

#### Match requirement

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.
- 3) The recipient will verify that victim service providers that are nonprofit organizations are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501 (a) of that Code.
- 4) The recipient will provide no less than 25 percent matching funds for subawards awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

51

#### Limitation on use of funds for awareness and public education

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community

education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

52

#### Announcement of funding availability

The recipient agrees to provide OVW, within ten (10) days of release, a copy of its announcement of the availability of funding under this program (e.g., the request for applications, announcement of general funding availability, or announcement of program priorities issued in connection with this program).

53

#### Requirements for recipients and subrecipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii) (I) is partnered with an entity or person that has demonstrated expertise described in clause (i) 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 tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local 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, stalking, 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.

54

#### Equitable distribution of subawards

The recipient agrees, in making subawards under this award, to (1) give priority to areas of varying geographic size with the greatest showing of need based on the range and availability of existing domestic violence and sexual assault programs in the population and geographic area to be served in relation to the availability of such programs in other such populations and geographic areas, including Indian reservations; (2) determine the amount of subawards based on the population of the geographic area to be served; (3) equitably distribute monies on a geographic basis, including nonurban and rural areas of various geographic sizes; (4) recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and funds for underserved populations are distributed equitably among culturally specific and other underserved populations; and (5) take steps to ensure that eligible applicants are aware of the STOP Program funding opportunity, including applicants serving different geographic areas and culturally specific and other underserved populations.

55

#### Methods of Administration requirement for state administering agencies

The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the Office of Justice Programs' Office for Civil Rights at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov) within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by the Office of Justice Programs' Office for Civil Rights or any other authorized persons. The required elements of the MOA are set forth at <https://www.ojp.gov/funding/explore/statemethodsadmin-fy2017update>, under the heading, "Methods of

Administration - Requirements Applicable to States."

56

Withholding of funds pending determination of compliance with statutory eligibility requirements

The recipient is prohibited from drawing down any funds until OVW has determined that the recipient's "Status of Compliance with Statutory Eligibility Requirements" attachment (as described in the annual STOP Formula Program Solicitation) demonstrates compliance with 34 U.S.C. § 10446(d)(2)-(6). If OVW determines that the submission does not comply with the statutory eligibility requirements for the STOP Program, OVW will notify the recipient, and the recipient will have 60 days to remedy the issues. If the recipient does not comply within that time, then OVW may deobligate the funds and close the award.

57

Withholding of funds pending approval of state implementation plan update for VAWA 2022

The recipient is prohibited from drawing down any funds until OVW has reviewed and approved the recipient's implementation plan update that meets the new requirements of the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022). If OVW determines that the update does not comply with 34 U.S.C. 10446 (i), as amended, OVW will notify the recipient, and the recipient will have 60 days from the date of notification to submit a revised plan. If the recipient does not comply within that time, then OVW may deobligate the funds and close the award.

58

Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

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## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent

information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

<b>Title of Approving Official</b>	<b>Name of Approving Official</b>	<b>Signed Date And Time</b>
Director	Rosemarie Hidalgo	8/29/23 12:34 PM

**Authorized Representative**

**Entity Acceptance**

**Title of Authorized Entity Official**

Director of Administration

**Signed Date And Time**



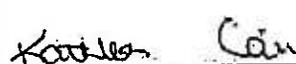
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Justice		1.2 State Agency Address 1 Granite Place South Concord, NH 03301	
1.3 Contractor Name JPA III Management Company, Inc., DBA Doubletree by Hilton Manchester Downtown		1.4 Contractor Address 45 Braintree Hill, Suite 402 Braintree, MA 02184	
1.5 Contractor Phone Number 603-625-1000	1.6 Account Unit and Class 5086-067	1.7 Completion Date 9/30/2025	1.8 Price Limitation \$91,234.50
1.9 Contracting Officer for State Agency Natalie West-Rogers		1.10 State Agency Telephone Number 603-271-6817	
1.11 Contractor Signature  Date: 2/11/25		1.12 Name and Title of Contractor Signatory John Zimmerman, G.M.	
1.13 State Agency Signature  Date: 3/13/25		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Admin.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/17/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 2/11/25

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. **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 with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B  
SCOPE OF SERVICE**

1. Conference facility rental services to be provided by JPA III Management Company, Inc. DBA DoubleTree by Hilton Manchester Downtown as "Contractor" which include: conference facilities, tables, chairs, linens, audio visual equipment and audio/visual support, meals, lodging options and other necessary equipment and supplies per a rental agreement between the State of New Hampshire, Department of Justice as "DOJ" and the Contractor.
2. The Facility Rental agreement shall include the following from September 2, 2025 at 3:00 pm to September 4, 2025 at 5:00 pm:
  - 2.1. The Contractor shall provide necessary secure space for set-up and storage of materials ahead of the conference that will be accessible to DOJ staff on September 2, 2025 from 3:00 pm to 6:00 pm.
  - 2.2. The Contractor shall provide the following seven (7) breakout rooms: Pemigewasset, Contoocook/Merrimack, Piscataquog, Frost/Hawthorne, Dartmouth, Stark, and Webster to be used concurrently in three (3) 90-minute sessions on both September 3, 2025 and September 4, 2025.
  - 2.3. The Contractor shall provide the Armory to accommodate a maximum of 500 people for a plenary address and lunch, including the provision of: tables, chairs, linens and stage or risers, for both September 3 and September 4, 2025.
  - 2.4. The Contractor shall provide necessary audio/visual equipment as requested to include, but not be limited to: podium with a microphone, projectors, screens, laptop(s)/computer(s), mixers, sound systems or speakers, lavalier and/or handheld microphones and cart(s) or table(s) to accommodate audio/visual equipment, necessary power cord strips and cables. Additionally, the Contractor will provide personnel to set up the equipment and make technical assistance available in each of the rooms provided for the duration of the event, September 3-4, 2025.
  - 2.5. The Contractor shall provide a space for a registration area, September 3-4, 2025.

Initials:             
Date: 2/11/25

- 2.6. The Contractor shall provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and conference facilitation.
- 2.7. The Contractor shall provide up to 500 parking vouchers to the DOJ for reduced-rate parking of \$7.00 per day per vehicle for conference participants who park in the adjoining garage. The DOJ will be responsible for paying the Contractor for only the total number of parking vouchers redeemed by conference participants.
- 2.8. The Contractor shall provide wireless internet access for conference participants, September 3-4, 2025.
3. The Contractor shall hold up to forty-five (45) overnight rooms between September 2, 2025 and September 4, 2025 for conference participants at the government rate of \$130.00 for single occupancy; \$130.00 for double occupancy; \$130.00 per night triple occupancy and \$130.00 per night for quadruple occupancy. Additionally, the Contractor will provide overnight parking at \$14.00 per vehicle per night for conference participants who park in the adjoining garage.
  - 3.1. The DOJ will be responsible for paying for up to seventeen (17) rooms, including overnight parking if necessary, for those individuals listed on the "master rooming list" as part of the final bill for the event. The DOJ is not responsible for incidentals incurred by those individuals.
  - 3.2. The DOJ shall provide the Contractor with an initial "master rooming list" for up to seventeen (17) rooms thirty (30) days prior to the conference. The master rooming list shall indicate full names of guests, arrival dates, departure dates, and pairings for shared rooms, if applicable.
  - 3.3. The remaining conference participants shall be responsible for making their own reservations and paying the Contractor directly, including any applicable taxes.

The Contractor shall provide morning coffee service and light breakfast snacks, buffet lunch and afternoon break for up to 500 people on September 3-4, 2025.

- 4.1. The DOJ will provide a final head count for all meals within ten (10) business days prior to the event.
5. The Contractor will make available water stations to conference attendees throughout the venue, for the duration of the event, at no cost.
6. All Contractor correspondence and submittals shall be sent to:  
State of New Hampshire  
Department of Justice  
Office of Victim/Witness Assistance  
1 Granite Place South  
Concord NH 03301

Initials:   
Date: 2/10/25

**EXHIBIT C  
PAYMENT TERMS**

1. The Contract Price shall not exceed ninety-one thousand, two-hundred and thirty-four dollars and fifty cents (\$91,234.50) for conference facilities and audio/visual services specifically identified below:
  - 1.1. Seven (7) breakout rooms (PemiGewasset, Contoocook/Merrimack, Piscataquog, Frost/ Hawthorne, Dartmouth, Stark, and Webster) set to accommodate different populations in each session of the entire attendance on September 3-4, 2025 (\$5,500).
  - 1.2. The Armory, set in rounds, to accommodate up to 500 attendees on September 3-4, 2025, for plenary sessions and lunches, including the provision of: tables, chairs, linens and stage or risers (included in the price of 1.1).
  - 1.3. One (1) registration area (Included in price of 1.1).
  - 1.4. One (1) area for set-up and storage of materials overnight on September 3, 2024 (Included in the price of 1.1).
  - 1.5. Audio/visual equipment as requested by the Department of Justice to include, but not be limited to: projectors, screens, laptops/computers, mixers, sound systems or speakers, lavaliers and/or handheld microphones, podium with microphone and cart(s) or table(s) to accommodate audio/visual equipment and necessary power cord strips and cables as needed in each room listed in 1.1 and 1.2 on September 3 and 4, 2025. This includes personnel to set up the equipment and make technical assistance available in each of the rooms provided throughout the duration of the events (\$15,036.50).
  - 1.6. Wireless Internet access for all conference participants September 3-4, 2025 (\$250.00).
  - 1.7. Up to seventeen (17) rooms on the "master rooming list" for presenters from September 3-4, 2025 at \$130.00 per room per night each, including overnight parking as necessary at \$14.00 per overnight (\$2,448.00)
  - 1.8. Up to five hundred (500) parking vouchers at \$7.00 per day each for conference participants parking in the adjoining garage (\$7,000)
- Banquet functions on September 3, 2025 to include:
  - 1.9. One (1) coffee service at registration (coffee, tea and water) and light breakfast snacks at \$10.00 per person (Inclusive) for up to 500 people on September 3, 2025 (\$5,000).

Initials:   O    
Date: 2/6/25

- 1.10. One (1) coffee service at mid-morning break (coffee, tea and water) at \$6.00 per person (inclusive) for up to 500 people on September 3, 2025 (\$3,000).
- 1.11. One (1) buffet luncheon (to include vegetarian and dietary restriction options, beverages and dessert) at \$35.00 per person (inclusive) for up to 500 people on September 3, 2025 (\$17,500).
- 1.12. One (1) afternoon break (baked goods, snack and beverage) at \$10.00 per person (inclusive) for up to 500 people on September 3, 2025 (\$5,000).

Banquet functions on September 4, 2025 to include:

- 1.13. One (1) coffee service (coffee, tea and water) and light breakfast snacks at \$10.00 per person (inclusive) for up to 500 people on September 4, 2025 (\$5,000).
  - 1.14. One (1) coffee service at mid-morning break (coffee, tea and water) at \$6.00 per person (inclusive) for up to 500 people on September 4, 2025 (\$3,000).
  - 1.15. One (1) buffet luncheon (to include vegetarian and dietary restriction options, beverages and dessert) at \$35.00 per person (inclusive) for up to 500 people on September 4, 2025 (\$17,500).
  - 1.16. One (1) afternoon break (baked goods, snack and beverage) at \$10.00 per person (inclusive) for up to 500 people on September 3, 2025 (\$5,000).
2. The Contractor shall provide one (1) itemized invoice for the services described on September 2-4, 2025 to include:
    - 2.1. The identity of each item separately described in Exhibit C;
    - 2.2. The date(s) each item was provided;
    - 2.3. The amount due for each item; and
    - 2.4. The cumulative total of all items.
  3. Payment shall be made within thirty (30) days following receipt of invoice and acceptance of the contract items to the State's satisfaction. Said payment shall be made out to the Contractor's accounts receivables address listed on the Integrated Financial system for the State of New Hampshire.
  4. Under no conditions shall the contract price exceed \$91,234.50 as stated in line item 1.

Initials:   
Date: 2/16/25

**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 JPA III MANAGEMENT COMPANY, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 26, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 30575

Certificate Number: 0006812664



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of November A.D. 2024.

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

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, **Taki G. Pantazopoulos**, hereby certify that I am duly elected President of  
(Name)

JPA III Management Co, Inc. DBA DoubleTree by Hilton Manchester Downtown. I hereby certify  
the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2025,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That **John Zimmerman**, General Manager is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

JPA III Management Co, Inc. DBA DoubleTree by Hilton Manchester Downtown with the  
State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

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

**DATED:** January 23, 2025

**ATTEST:**

  
Taki G. Pantazopoulos  
President, JPA III Management Co, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2025

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).

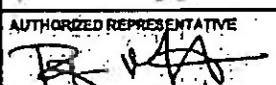
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1900 West Loop South Suite 1600 Houston TX 77027	<b>CONTACT NAME:</b> Kacy Vargas <b>PHONE (A/C No. Ext.):</b> 713-623-2330 <b>E-MAIL ADDRESS:</b> CertRequests@AJG.com	<b>FAX (A/C No.):</b> 713-358-5799
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> JPA III Management Co Inc. dba Manchester Downtown Hotel c/o Pyramid Management Holdings, LLC 30 Rowes Wharf, Suite 5300 Boston MA 02110	<b>INSURER A:</b> QBE Specialty Insurance Company <b>NAIC #</b> 11515	
	<b>INSURER B:</b> National Specialty Insurance Company <b>22608</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2088120949      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		VTLGL01515200	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$:		140001375	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 100,000,000 AGGREGATE \$ 100,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL: EACH ACCIDENT \$ EL: DISEASE - EA EMPLOYEE \$ EL: DISEASE - POLICY LIMIT \$
B	Liquor Liability		VTLGL01515200	12/15/2024	12/15/2025	Each Common Cause \$ 1,000,000 Location Aggregate \$ 1,000,000 Policy Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder or any Entity, where required by written contract, the following Blanket General Liability endorsements apply:  
 Additional Insured - Designated Person or Organization (on a blanket basis where required by written contract or agreement) Automatic Status when required by written contract or agreement as per form CG 20 26 12 19.  
 Additional Insured - Managers or Lessors of Premise, as where required by written contract as per form CG 20 11 04 13.  
 Additional Insured - Mortgagee, Assignee, or Receiver, as where required by written contract as per form CG 20 18 12 19.  
 Additional Insured - Owners, Managers, or Lessors of Premises (Liquor Liability), as where required by written contract as per form CG3401.1219  
 Additional Insured - Grantor of Franchise (Liquor Liability), as where required by written contract as per form CG3402.1219  
 Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (Liquor Liability), as where required by See Attached...

<b>CERTIFICATE HOLDER</b>  NH Attorney General Department of Justice 33 Capital Street Concord NH 03301 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, LLC		<b>NAMED INSURED:</b> JPA III Management Co Inc. dba Manchester Downtown Hotel c/o Pyramid Management Holdings, LLC 30 Rowes Wharf, Suite 5300 Boston MA 02110	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER:</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS:**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE.

Written contract as per form CG3403 1219  
 Additional Insured - Sponsors (Liquor Liability), as where required by written contract as per form CG3404 1219  
 Waiver of Subrogation applies where required by written contract CG 24 04 12 19.  
 General Liability policy is Primary and Non-Contributory, where required by written contract CG 20 01 12 19  
 Notice of Cancellation to Third Parties - 30 Days' notice as per form VIL 0201 0823; 30 days NOC except 10 days for Non-Payment of Premiums.  
 Broad Form Named Insured - Broad Form Named Insured (to include entities where required by written contract, per form VGL 2003 0623  
 Innkeepers Liability Endorsement VGL 2206 0623 - Property Damage Legal Liability \$50,000 Each Occurrence, Property Damage Aggregate \$1,000,000 --  
 Deductible - \$2,500

General Liability policy includes Terrorism and has \$25,000 Self-Insured Retention. The Umbrella follows form of the General Liability policy and includes Terrorism.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2025

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> Arthur J. Gallagher Risk Management Services, LLC 1900 West Loop South Suite 1600 Houston TX 77027	<b>CONTACT NAME:</b> Emma Ferrell <b>PHONE (A/C No. Ext):</b> 713-623-2330 <b>E-MAIL ADDRESS:</b> CertRequests@AJG.com	<b>FAX (A/C No.):</b> 713-358-5789
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pyramid Manchester Management LLC c/o Pyramid-BMC Holdings, LLC 30 Rowes Wharf, Suite 5300 Boston MA 02110	<b>INSURER A:</b> Old Republic Insurance Company <b>NAIC #:</b> 24147	
	<b>INSURER B:</b> QBE Insurance Corporation <b>39217</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1245535246      **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	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Garagekeeper	Y Y	MWTB31233425	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (EA accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers Liab \$1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED.    RETENTION \$	Y Y	140001375	12/15/2024	12/15/2025	EACH OCCURRENCE \$100,000,000 AGGREGATE \$100,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	MWC31284725	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Auto Coverage applies to all Owned and Leased autos.  
 Blanket Additional Insured with Primary and Non-Contributory provided to any entity as required by written contract per Auto forms CA2048-1013, IL101206 and CA0449-1118.  
 Blanket Waiver of Subrogation provided to any entity as required by written contract per Auto form CA0444-1013 and Workers Compensation form WC000313.  
 Blanket Lessor - Additional Insured and Loss Payee provided to any entity as required by written contract per Auto form CA2001-1013.  
 60 Days Notice of Cancellation (except 10 days' notice for non-payment of premium) per Auto form IL101206 and Workers Compensation form WC990300.  
 Comprehensive Deductible \$250 per Auto, except for units valued at the time of loss greater than \$75,000, \$2,000.  
 Collision Deductible \$500 per Auto, except for units valued at the time of loss greater than \$75,000, \$2,000.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  NH Attorney General Department of Justice 33 Capitol Street Concord NH 03301 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Pyramid Manchester Management LLC c/o Pyramid-BMC Holdings, LLC 30 Rowes Wharf, Suite 5300 Boston MA 02110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Garagekeepers Deductibles \$250 for loss by theft or mischief or Vandalism/\$1,000 Maximum Deductible; \$500 Collision Deductible  
 The Umbrella policy is follow form.  
 The Automobile Liability and Employers Liability policies listed above are underlying policies to the Umbrella policy.

RE: Location: Hilton Doubletree Manchester Downtown -700 Elm St. Manchester, NH 3101

# OLD REPUBLIC INSURANCE COMPANY

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

### NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in Item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

# OLD REPUBLIC INSURANCE COMPANY

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

### EARLIER NOTICE OF CANCELATION OR NONRENEWAL PROVIDED BY US

#### SCHEDULE

<u>Number of Days' Notice of Cancellation Non- payment of Premium</u>	<u>Number of Days' Notice of Cancellation Reasons Other Than Non-payment of Premium or Nonrenewal</u>	<u>State(s) Applicable</u>
10	60	SEE ITEM 3.A.
<u>Number of Days' Notice of Nonrenewal</u>		<u>State(s) Applicable</u>

- A. For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.
- B. For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

POLICY NUMBER: MWC31264725

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### SCHEDULE

AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY  
LAW

DATE OF ISSUE: 03-23-22

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

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This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

Number of Days' Notice 10 (For non-payment of premium)

Number of Days' Notice 60 (For any other reason, other than  
nonpayment of premium)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Cancellation, as provided in the Cancellation policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

PCA 0111013

MWTB31233425 Pyramid - BMC Holdings, LLC 03/01/2025-2026

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Pyramid - BMC Holdings, LLC

**Endorsement Effective Date:** 03/01/2025

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

All persons or organizations as required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Pyramid - BMC Holdings, LLC

**Endorsement Effective Date:** 03/01/2025

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 01 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pyramid - BMC Holdings, LLC  
Endorsement Effective Date: 03/01/2025

**SCHEDULE**

Insurance Company: Old Republic Insurance Company

Policy Number: MWTB31233425

Effective Date: 03/01/2025

Expiration Date: 03/01/2026

Named Insured: Pyramid - BMC Holdings, LLC

Address: 30 Rowes Wharf, Suite 5300  
Boston, MA 02110

**Additional Insured (Lessor):**

The lessor when required by written contract to be added as an Additional Insured

**Address:**

**Designation Of Description Of "Leased Autos":**

Any auto you lease under a written lease agreement with a term of six months or more

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See PCA 116 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See PCA 116 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph 1, Who Is An Insured is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

PCA 048 09 19

Page 1 of 1

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the **Other Insurance Condition** in the **Business Auto Coverage Form** and the **Other Insurance – Primary And Excess Insurance Provisions** in the **Motor Carrier Coverage Form** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the **Other Insurance Condition** in the **Auto Dealers Coverage Form** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Pyramid Global Hospitality 12/15/2024 - 12/15/2025  
 Umbrella Limit of Liability \$100,000,000 - Including TRIA

\$100M	Endurance American Insurance Company NAIC# 10841 - \$10M xs \$90M AM Best Rating A+ XV; S&P Rating A+; Policy #EXC0076322400
\$90M	The Ohio Casualty Insurance Company NAIC# 24074.100% - \$15M vs \$75M AM Best Rating A+ XV; S&P Rating A; Policy #ECO2563870041
\$75M	Scottsdale Insurance Company NAIC# 41297.100% - \$15M vs \$60M AM Best Rating A+ XV; S&P Rating A+; Policy #XLS2005368
\$60M	Lexington Insurance Company NAIC# 19437.100% - \$10M xs \$50M AM Best Rating A+ XV; S&P Rating A+; Policy #027734694
\$50M	The Continental Casualty Company NAIC# 20443.100% - \$15M xs \$35M AM Best Rating A+ XV; S&P Rating A; Policy #7017883790
\$35M	Westchester Fire Insurance Company NAIC# 10030.100% - \$10M xs \$25M AM Best Rating A+ XV; S&P Rating AA; Policy #G48802134001
\$25M	Aspen American Insurance Company NAIC# 43480.100% - \$10M xs \$15M AM Best Rating A+ XV; S&P Rating A; Policy #CX00PSE24
\$15M	Great American Assurance Company NAIC# 26344 - \$5M xs \$10M AM Best Rating A+ XV; S&P Rating A; Policy #EXC5771573
\$10M	Endurance American Insurance Company NAIC# 10841.100% - \$5M xs \$5M AM Best Rating A+ XV; S&P Rating A+; Policy #EXC30050179801
\$5M	QBE Insurance Corporation NAIC# 39217.100% - Lead \$5M AM Best Rating A+ XV; S&P Rating A+; Policy #140001375