ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

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DEC 17 2025

November 24, 2025

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into subgrants with the programs listed below, in an amount not to exceed $353,759 from the U.S. Department of Justice, Office of Violence Against Women, Federal Fiscal Year 2024 and 2025 Violence Against Women Act (VAWA) Formula Grants for the purpose of providing services for victims of domestic violence, dating violence, sexual assault, and stalking, effective upon Governor and Executive Council approval or January 1, 2026, whichever is later, through December 31, 2026. 100% Federal Funds.

Funding is available in account number 02-20-20-201510-5587, Department of Justice, VAWA23, Grants Federal as follows:

Class Account	Subrecipient	Vendor #	SFY 2026 Amount
085-588510	New Hampshire Judicial Branch Administrative Office of the Courts	311205-B001	$58,722
072-500574	Office of the Coos County Attorney	177270-B006	$13,862
072-500574	Office of the Merrimack County Attorney	177435-B011	$30,000
072-500574	Salem Police Department	177472-B003	$50,475
072-500575	New Hampshire Coalition Against Domestic & Sexual Violence	155510-B001	$155,700
072-500575	New Hampshire Legal Assistance	154648-B001	$45,000
TOTAL			**$353,759**

EXPLANATION

These subgrants will be funded from U.S. Department of Justice, Office on Violence Against Women, Violence Against Women Act (VAWA) formula grants, Federal Fiscal Year 2024 and/or 2025. The grant funding focuses specifically on deterring and responding to crimes of domestic violence, sexual assault, dating violence, and stalking. Statutory requirements of the Services, Training, Offices and Prosecutors (STOP) VAWA grant program are that agencies representing law enforcement will be allocated at least 25% of the award; prosecution offices will be allocated at least 25% of the award; and victim service providers will be allocated at least 30% of the award (with at least 10% of that to be distributed to culturally specific community-based services and 20% to sexual assault victims). Lastly, 5% of the funding must be allocated to the courts.

The New Hampshire Administrative Office of the Courts will utilize funding to support 25% of the personnel and fringe benefit funding of one domestic violence program manager.

The Office of the Coos County Attorney will utilize funding to support about 15% of the personnel and fringe benefits of one domestic violence prosecutor who is responsible for the prosecution of felonies, misdemeanors, and probation violations.

The Office of the Merrimack County Attorney will utilize funding to support 35% of one dedicated victim coordinator to work on domestic violence and associate crimes cases, and work with the victims of those crimes.

The Salem Police Department will utilize funding to support the personnel and fringe benefits for one victim witness advocate that serves as a liaison between victims/witnesses, investigators, attorneys, prosecutors, the Salem Police Department, and community organizations, and six (6) Illumicams for domestic violence, dating violence, and sexual assault violence investigations.

The New Hampshire Coalition Against Domestic & Sexual Violence (NHCADSV) will utilize funding to support the personnel and fringe benefits of four (4) staff members to sustain the capacity at NHCADSV to respond to survivors of domestic violence, sexual assault, and related services available to victims.

New Hampshire Legal Assistance will utilize funding to support approximately 28% of the personnel and fringe benefits for attorneys and paralegals and 13% for support staff to continue providing comprehensive civil legal services for low-income victims of domestic violence throughout the State of New Hampshire.

The subrecipients listed above have previously received VAWA awards from the U.S. Department of Justice. Each was originally selected through a competitive Request for Proposal process and now serves as a core provider of victim services in the State of New Hampshire.

These renewed awards will enable the organizations to continue delivering essential services that New Hampshire residents have come to depend on.

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

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

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

Respectfully submitted,

John M. Formella
Attorney General

#5305769

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		**1.2. State Agency Address** 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name New Hampshire Judicial Branch Administrative Office of the Courts		**1.4. Grantee Address** 1 Granite Place, Suite N400 Concord, NH 03301	
1.5 Grantee Phone # (603) 931-2389	**1.6. Account Number** 02-20-20-201510-5587-085-588510	**1.7. Completion Date** 12/31/2026	**1.8. Grant Limitation** $ 58,722
1.9. Grant Officer for State Agency Kathleen Carr		**1.10. State Agency Telephone Number** (603) 271-1234	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Christopher M. Keating State Court Administrator	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Thomas D. Kaempfer		**1.14. Name & Title of State Agency Signor(s)** Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Christen Lavers **Assistant Attorney General, On:** / / 11/6/25			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

New Hampshire Judicial Branch, by and through the Administrative Office of the Courts as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. Provisions 8.2, 9.4, 9.5, 14, 16, and 17 have been removed in their entirety.
2. Provision 9.2 has been replaced in its entirety to state, "Unless prohibited by law or regulation, the Grantee will provide any reports and supporting documentation to the State for the purposes of determination of compliance with the terms of the grant or collecting non-confidential data for reporting purposes."
3. Provision 9.3 has been replaced in its entirety to state, "No data shall be subject to copyright in the United States or any other country by anyone other than the State or Grantee."
4. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
5. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at http://www.doj.nh.gov/grants-management/civil-rights.htm and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
6. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive

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Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

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

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

STOP VAWA funding awards 15JOVW-24-GG-00513-STOP & 15JOVW-25-GG-00045-STOP

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

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

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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.

11. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

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

12. Requirement to report potentially duplicative funding

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

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

13. Requirements related to System for Award Management and unique entity identifiers

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

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

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

identifiers), and are incorporated by reference here.

14. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

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

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

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

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

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate

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against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

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

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

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

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

18. **Determinations of suitability to interact with participating minors**

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

19. **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.

20. 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.

21. Effect of failure to address audit issues

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

22. Potential imposition of additional requirements

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

23. 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.

24. 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 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing

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services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

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/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficiary_Protections.pdf.

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 on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations.

25. 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."

26. Restrictions on "lobbying" and policy development

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

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

that applies to Indian tribes and tribal organizations.

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

28. 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/grant-complaint (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

29. 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.

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The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

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

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

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

a. it represents that--

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

30. 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

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

31. 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.

32. 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 subrecipient must disclose that fact and certain related information to OVW by email to 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.

33. Availability of general terms and conditions on OVW website

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

34. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which

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

35. Compliance with notice of funding opportunity requirements

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

36. VAWA 2013 nondiscrimination condition

The subrecipient agrees to comply with 34 U.S.C. 12291(b)(13) 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 a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

37. Misuse of award funds

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

38. Limitation on use of funds to approved activities

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

39. Non-supplantation

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

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40. Confidentiality and information sharing

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

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

41. Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, 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 notice of funding opportunity or companion guide under which the application was submitted.

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

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

43. Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer

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such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

44. Performance progress reports and final report submission

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

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

45. Subrecipient program income

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

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

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

46. Subrecipient product monitoring

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

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

47. Publications disclaimer for STOP Formula subrecipients

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

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

48. 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.

49. Consultant compensation rates

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

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

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

50. Ongoing compliance with statutory certifications

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

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

51. Requirements for subrecipients providing legal assistance

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

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

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
(B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim
service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

52. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

53. **Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)**

    The subrecipient agrees that grant funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

54. **Limitation on use of funds for activities addressing human trafficking**

    The subrecipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

STOP VAWA award 15JOVW-25-GG-00045-STOP only

55. **Federal civil rights and nondiscrimination laws (certification)**
    The subrecipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

56. **Terms and conditions subject to court ordered stay**
    Award condition 55 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the subrecipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2025 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.

4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

5. All correspondence and submittals shall be directed to:
   NH Department of Justice
   Grants Management Unit
   1 Granite Place, South
   Concord, NH 03301
   (603) 271-8091or travis.n.teeboom@doj.nh.gov

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EXHIBIT C

- PAYMENT TERMS-

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

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

   3a. The Subrecipient shall be awarded an amount not to exceed $58,722 of the total Grant Limitation from Governor and Council approval or 1/1/2026, whichever is later, to 12/31/2026, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2026, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, _____[*responsible official*], certify that the New Hampshire Judicial Branch, by and through the Administrative Office of the Courts [Sub*recipient*] has completed the EEO reporting tool certification within the last two years at: **https://ojp.gov/about/ocr/faq_eeop.htm** on _____ [*date*]

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

EEOP Training Requirements for Subrecipients

_____[*official that completed training*] has completed

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

_____[*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

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

Subrecipient Discrimination Complaint Process

I further certify that the New Hampshire Judicial Branch, by and through the Administrative Office of the Courts [*Subrecipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination-based complaints from employees.

Effective March 11, 2025, the Office of Civil Rights (OCR) has instituted a temporary suspension of both the Equal Employment Opportunity Plan (EEOP) training requirement and the associated collection of compliance-related EEOP data.

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EXHIBIT D

Certified Standard Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D

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

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

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

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

Christopher M. Keating
Name of Authorized Signor

State Court Administrator
Title of Authorized Signor

Signature

10/31/2025
Date

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EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

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

The New Hampshire Judicial Branch, by and through the Administrative Office of the Courts (Subrecipient) certifies that any funds awarded through **grant number 2026VAW02** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The New Hampshire Judicial Branch, by and through the Administrative Office of the Courts (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: Christopher M. Keating State Court Administrator

Signature: _____ Date 10/31/25

Initials: CMK

Date: 10/31/25

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

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

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

1. LOBBYING
As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

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

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:
A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

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EXHIBIT F

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

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

Notice shall include the identification number(s) of each affected award;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Christopher M. Keating
Name of Authorized Signor

State Court Administrator
Title of Authorized Signor

Signature

10/31/25
Date

New Hampshire Judicial Branch - Administrative Office of the Courts
Name and Address of Agency
One Granite Place
Suite N400
Concord, N.H.
03301

Initials: CMK
Date: 10/31/25

EXHIBIT G

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

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

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

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

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

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

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

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EXHIBIT G
Certification

Christopher M. Keating
Name of Authorized Signor

STATE COURT ADMINISTRATOR
Title of Authorized Signor

Signature

10/31/25
Date

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

1. The Unique Entity ID (SAM) number for your entity is: VMG6M87JF766

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

X NO _____YES

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

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

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

_____NO _____YES

If the answer to #3 above is YES, stop

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

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

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EXHIBIT G
Certification

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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EXHIBIT H

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

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

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

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

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

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

(C) **Release**
If release of information described in subparagraph (B) is compelled by statutory or court mandate—
(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) **Information sharing**
(i) Grantees and subgrantees may share—
(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
(ii) In no circumstances may—
(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

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

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

(G) **Confidentiality assessment and assurances**
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

(H) **Death of the party whose privacy had been protected**
In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

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

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

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

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

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

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

Christopher M. Keating — State Court Administrator

Typed Name of Authorized Representative — Title

Telephone Number 603-415-0645

Signature of Authorized Representative — 10/31/25 — Date Signed

NH Judicial Branch Administrative Office of the Courts

Agency Name

Initials: CMK
Date: 10/31/25

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		**1.2. State Agency Address** 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name Office of the Coos County Attorney		**1.4. Grantee Address** 55 School Street, Ste. 141 Lancaster, NH 03584	
1.5 Grantee Phone # (603) 788-5559	**1.6. Account Number** 02-20-20-201510-5587-072-500574	**1.7. Completion Date** 12/31/2026	**1.8. Grant Limitation** $ 13,862.00
1.9. Grant Officer for State Agency Kathleen Carr		**1.10. State Agency Telephone Number** (603) 271-1234	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** John G. McCormick, Coos County Attorney	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Thomas D. Kaempfer		**1.14. Name & Title of State Agency Signor(s)** Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Christen Lavers **Assistant Attorney General, On:** / / 11/6/25			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

Office of the Coos County Attorney as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

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

2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at http://www.doj.nh.gov/grants-management/civil-rights.htm and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

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

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

Relevant to STOP VAWA funding awards 15JOVW-24-GG-00513-STOP & 15JOVW-25-GG-00045-STOP

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

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

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

8. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the

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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.

9. Requirement to report potentially duplicative funding

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

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

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

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

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

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

11. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

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The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

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

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

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

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

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

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

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

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

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

15. Determinations of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

17. OVW Training Guiding Principles

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

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

18. Effect of failure to address audit issues

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

19. Potential imposition of additional requirements

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

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

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

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

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

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

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

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https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficiary_Protections.pdf.

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 on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations.

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

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

23. Restrictions on "lobbying" and policy development

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

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

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

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

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

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

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

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

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

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

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

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

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

a. it represents that--

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

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

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

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

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

The subrecipient also must inform its employees, in writing (and in the predominant native

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language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

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

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

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

30. Availability of general terms and conditions on OVW website

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

31. Compliance with statutory and regulatory requirements

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

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Special Conditions
STOP Violence Against Women Act Formula Grant

32. Compliance with notice of funding opportunity requirements

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

33. VAWA 2013 nondiscrimination condition

The subrecipient agrees to comply with 34 U.S.C. 12291(b)(13) 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 a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

34. Misuse of award funds

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

35. Limitation on use of funds to approved activities

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

36. Non-supplantation

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

37. Confidentiality and information sharing

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

The subrecipient also agrees to comply with the regulations implementing this provision at 28

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

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

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, 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 notice of funding opportunity or companion guide under which the application was submitted.

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

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

40. Termination or suspension for cause

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

41. Performance progress reports and final report submission

The subrecipient agrees to provide OVW with specific information regarding subawards

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

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

42. Subrecipient program income

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

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

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

43. Subrecipient product monitoring

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

44. Publications disclaimer for STOP Formula subrecipients

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

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

views of the state or the U.S. Department of Justice."

45. Copyrighted works

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

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

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

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

46. Consultant compensation rates

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

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

47. Ongoing compliance with statutory certifications

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

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prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

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

48. Requirements for subrecipients providing legal assistance

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

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

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
(B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim
service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

49. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

50. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

The subrecipient agrees that grant funds will not be used for activities addressing MMIP

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unrelated to domestic violence, dating violence, sexual assault, or stalking.

51. Limitation on use of funds for activities addressing human trafficking

The subrecipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

Relevant to STOP VAWA award 15JOVW-25-GG-00045-STOP only

52. Federal civil rights and nondiscrimination laws (certification)

The subrecipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

53. Terms and conditions subject to court ordered stay

Award condition 50 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the subrecipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2025 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.

4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

5. All correspondence and submittals shall be directed to:
   NH Department of Justice
   Grants Management Unit
   1 Granite Place, South
   Concord, NH 03301
   (603) 271-8091or travis.n.teeboom@doj.nh.gov

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EXHIBIT C

- PAYMENT TERMS-

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

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

   3a. The Subrecipient shall be awarded an amount not to exceed $13,862.00 of the total Grant Limitation from Governor and Council approval or 1/1/2026, whichever is later, to 12/31/2026, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2026, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, John G. McCormick [*responsible official*], certify that the Office of the Coos County Attorney [Sub*recipient*] has completed the EEO reporting tool certification within the last two years at: **https://ojp.gov/about/ocr/faq_eeop.htm** on October 17, 2025 [*date*]

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

EEOP Training Requirements for Subrecipients

John G. McCormick [*official that completed training*] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: November 19, 2024 [*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

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

Subrecipient Discrimination Complaint Process

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

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EXHIBIT D

Certified Standard Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials: _____
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EXHIBIT D

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

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

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

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

John G. McCormick
Name of Authorized Signor

Cass County Attorney
Title of Authorized Signor

Signature

10/17/25
Date

Initials:
Date: 10/17/25

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

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

The Office of the Coos County Attorney (Subrecipient) certifies that any funds awarded through **grant number 2026VAW06** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title of Authorized Signor: John G. McCormick Coos County Attorney

Signature: [signature] Date 10/17/25

Initials: [initials]
Date: 10/17/25

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

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

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

1. LOBBYING
As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Initials: CH
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EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

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

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:
A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

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EXHIBIT F

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

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

Notice shall include the identification number(s) of each affected award;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

John G. McCormick
Name of Authorized Signor

Coös County Attorney
Title of Authorized Signor

Signature

10/17/25
Date

Office of the Coös County Attorney, 55 School St. Ste 141
Name and Address of Agency
Lancaster, NH 03584

Initials:
Date: 10/17/25

EXHIBIT G

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

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

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

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

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

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

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

Initials: _____

Date: 10/17/25

EXHIBIT G
Certification

John G. McCormack
Name of Authorized Signor

Cass County Attorney
Title of Authorized Signor

Signature

10/17/25
Date

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

1. The Unique Entity ID (SAM) number for your entity is: KCJJXT8MT8Z3

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

X NO _____YES

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

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

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

_____NO _____YES

If the answer to #3 above is YES, stop

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

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

Initials: JGM
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EXHIBIT G
Certification

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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EXHIBIT H

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

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

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

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

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

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

(C) **Release**
If release of information described in subparagraph (B) is compelled by statutory or court mandate—
(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) **Information sharing**
(i) Grantees and subgrantees may share—
(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
(ii) In no circumstances may—
(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

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

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

(G) **Confidentiality assessment and assurances**
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

(H) **Death of the party whose privacy had been protected**
In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

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

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

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

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

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

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

John G. McCormick — Typed Name of Authorized Representative

Coos County Attorney — Title

Telephone Number 603 788-5559

Signature of Authorized Representative — Date Signed: 10/19/25

Coos County Attorney's Office — Agency Name

Initials: _____
Date: 10/19/25

EXHIBIT I

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

I, John G. McCormick, the Coös County Attorney of office of the Coös County Attorney
[NAME OF RESPONSIBLE OFFICIAL] *[OFFICIAL'S TITLE]* *[NAME OF PROSECUTING ENTITY]*
hereby certify that the office of the Coös County Atty., as a prosecuting entity of the New
[NAME OF PROSECUTING ENTITY]
Hampshire Department of Justice's STOP Violence Against Women Funding (VAWA) Grant Program, that this office will, during the 1-year period after the start of this subaward, as approved by Governor and Executive Council of the State of New Hampshire, will engage in planning, developing, and implementing the following:

1. Training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;

2. Policies that support a victim-centered approach, informed by such training; and

3. Protocol outlining alternatives practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent victimization and trauma to the victim.

John G. McCormick
Printed Name of Responsible Official

Coös County Attorney
Title

Signature

October 17, 2025
Date

Initials: JGM
Date: 10/17/25

CERTIFICATE OF AUTHORITY

I, Thomas Brady of the Coös County Board of Commissioners do hereby certify that:

(1) the Board of Commissioners voted to accept funds in the amount of $13,862 and enter into a grant agreement with the New Hampshire Department of Justice;
(2) The Board of Commissioners further authorizes the County Attorney to execute any documents which may be necessary for this contract;
(3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof
(4) This authority remains valid for (30) days from the date of this Certificate of Authority; and
(5) The following now occupies the office indicated above:

John McCormick
Coös County Attorney

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Coös County Board of Commissioners on this eighth day of October 2025.

Thomas Brady

Thomas Brady, Chair, Coös County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF Coös

On this the 8th day of October 2025, before me Carrie Klebe, the undersigned officer, personally appeared Thomas Brady Commissioner Chair, who acknowledged their self to be the Commissioner for the County of Coös, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Carrie Klebe

~~Justice of the Peace~~/Notary Public
Commission Expiration Date: 10

CARRIE R. KLEBE
MY COMMISSION EXPIRES JUNE 30, 2026
NOTARY PUBLIC
NEW HAMPSHIRE

COÖS COUNTY COMMISSIONERS
REGULAR MEETING
Coös County Administrative Offices
34 County Farm Road - Stewartstown NH
October 8, 2025

Present: Commissioners Thomas Brady, Raymond Gorman, Robert Théberge; County Administrator Mark Brady; Superintendent of Corrections Ben Champagne; Director of Finance Carrie Klebe; Nursing Home Administrator Louise Belanger; HR Coordinator Morgan DeBlois; Sheriff, Keith Roberge; Deputy Bert vonDohrmann; County Treasurer Sue Collins; Ray Berthiaume & Will Hastings, UNH Extension; and Bob Gargano, Town of Gorham.

1. Commissioner Brady called the meeting to order at 9:05 a.m. and welcomed everyone. The Pledge of Allegiance was led by Commissioner Théberge.

2. *Approval of the Agenda*. Commissioner Gorman requested to add non-public session, RSA 91-A:3 II(l) to the agenda. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to amend the agenda to include non-public session, RSA 91-A:3 II(l). The motion was approved 3-0. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the agenda as amended. The motion was approved 3-0.

3. *Approval of the Minutes of September 10, 2025, regular meeting, as distributed*. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the minutes of September 10, 2025, regular meeting, as distributed. The motion was approved 3-0.

4. *Approval of Payrolls & Disbursements for September and authorization during the month of October to meet all payroll obligations and pay all other obligations due during the month*: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the Payrolls & Disbursements for September and authorization during the month of October to meet all payroll obligations and pay all other obligations due during the month. The motion was approved 3-0.

5. *Correspondence*: Commissioner Gorman attended the 10-year plan meeting. He suggested that the Board should correspond with other entities relating to the economic development plan.

6. *Hearing of the public*:
   - Deputy Bert vonDohrmann reported that he had driven to Demers Road in Wentworth Location to investigate the culvert issue, which affects three camps. He noted that the culvert is in fact plugged and will need to be replaced. He said that issue is not severe whatsoever where the road is impassable. The County Administrator noted that there is not a budgetary mechanism to fix the situation and suggested that in the upcoming 2026 budget a line item be added to the Wentworth Location to do so. The Board agreed with the County Administrator's suggestion. Deputy vonDohrmann observed that one of the camp owners has been working on their camp without an approved permit.

A cease-and-desist order was mailed to a camp owner in Odell. Commissioner Gorman asked that these orders be mailed certified in the future.

There was a discussion relating to the ATV trail off Halls Stream Road/Lexis Way. Deputy vonDohrmann expressed safety concerns on this part of the trail system.

Cedar Stream and Deadwater Loop are under the control of the Town of Clarksville. Years ago, the town had voted to close these roads to OHRV at the end of September to coincide with the Town of Pittsburg. A warrant article will need to be presented to the Town of Clarksville voters to change the date to October 15.

- Sheriff Roberge presented to the Board a proposal for new tasers that would include body cameras. The cost would be $34,000 per year for five years. It would be a very important tool for the deputies.

7. *Report of the County Administrator Mark A. Brady*. The written report that was submitted to the Board in advance of the meeting was as follows.

COÖS COUNTY

The County submitted part one of a proposal to the State to utilize Rural Health Transformation (RHT) Program funds for the Berlin Nursing Home. Part two will address the W. Stewartstown facility, which is more complicated.

a. Coös County nursing homes provide 51% of the county's licensed short-stay and long-term care beds and nearly 10% of all New Hampshire county beds. The Berlin facility (CCNH) and West Stewartstown facility (WSNH) have significant patient days and outpatient service units, with CCNH showing a strong census and quality care indicators.

The proposal addresses multiple strategic initiatives of the RHT Program: strengthening rural primary care and chronic disease management; supporting rural hospitals; fostering technological innovation including telehealth; and investing in workforce recruitment and training.

The initiative involves modifying the Berlin nursing home to configure a rehab unit with 10 private skilled nursing rooms, modernizing rehabilitative equipment, expanding telehealth for chronic and behavioral health management, and enhancing direct care workforce training. These modifications aim to improve hospital discharge processes, reduce healthcare costs, shorten rehabilitation stays, and increase patient access to care providers. Key stakeholders include Coös County residents and local health providers.

The total capital improvement budget is approximately $7.8 million, including $7.7 million for skilled unit renovations to add private rooms and outpatient rehab space, $63,000 for a handicap van to improve resident transportation, $26,000 for replacement rehabilitation equipment, and $17,000 for telehealth computer carts. An additional $50,000 is allocated for staff development and IT hardware to support training and

recruitment. The proposal assumes full funding through the Rural Health Transformation Fund, with no new county debt.

Coös County is the largest by land area in New Hampshire but has the lowest population density, 17.42 per square mile. The aging population is projected to increase from 2030 onward, driving demand for nursing care beds. Employment projections for nursing and direct care staff indicate steady growth, with ongoing needs to replace retiring workers. The county currently offers free training programs for licensed nursing assistants and other care roles to support workforce development.

The County Administrator mentioned at the meeting that the proposal for W. Stewartstown would be submitted later this week. It was a request for $22 million to renovate the old Colebrook Academy into a 70-bed facility inclusive of adult day care, a memory wing, and 10 private pay single rooms. He noted that the cost to renovate the W. Stewartstown facility is $29 million and logistically impossible with the residents in the facility.

b. The County has begun negotiations with AFSCME, which represents 128 employees at the Coös County Nursing Home (CCNH) in Berlin.

c. On September 17, 2025, the Governor and Executive Council granted the County an extension to the end of the year to complete CCNH-Berlin North Entry project. The project is essentially complete, and this was done in an abundance of caution because the project utilizes ARPA funds which have a hard state deadline.

d. Commissioners Gorman and Théberge and the Administrator attended the final meeting for the Coös County Unincorporated Places Hazard Mitigation Plan. They discussed county priorities for the unincorporated places.

e. The County countered American Tower Corporation's offer to buy out the lease on the cell tower. Austin Sansoucy provided financial and market analysis to the County. American's initial response was that the County is too high. It is up to American Tower if it wants to proceed.

f. The County received the 2026 budget request from Forests and Lands for $68,000.

The County Administrator noted that an agreement was signed in 2006 which appears to govern the relationship. The agreement will be reviewed by legal counsel to determine if anything must be paid and, if so, how much discretion the county possesses to determine the amount.

Deputy vonDohrmann reported on the comments made at an earlier Unincorporated Places Hazard Mitigation meeting by a representative of Forests and Lands that forest patrols had not been done in the Unincorporated Places for some time. Apparently, Coös was not a priority for the State as patrols were being carried out downstate and foresters were being sent to other states to fight fires.

Commissioner Théberge suggested that all concerns be listed and reviewed by the attorney. Commissioner Gorman stated that the Board has an obligation to look at this issue again.

UNINCORPORATED PLACES

a. The County received full payment of the property tax for the lien it placed in Wentworth Location.

b. A doomage letter was mailed, certified, to White Mountain Logging & Excavation for non-filing of a Report of Cut. The tax collector has been in contact with Rick Evans of NH DRA and Captain Adrian Reyes of Forests and Lands on this issue. The Report of Cut was subsequently received.

c. Two more intents to cut were received in Wentworth Location.

d. The Balsams Resort contacted the County about utilizing the newly authorized NH C-PACER lending program, run by NH Business Finance Authority (BFA). The program is now operational, and the Balsams may be the first project to take advantage of C-PACER. C-PACER loans follow the property rather than the building owner; projects can only access C-PACER lending in communities where the local governing body has approved a C-PACER district (see attached resolution for reference). The County is assessing the program and interacting directly with the NH BFA.

e. The Zoning Board of Adjustment met on September 25, 2025, and approved a request for variance in Wentworth Location.

f. The tax collector attended MS-1 training virtually. The DRA revamped the forms which will increase the time of inputting the information.

g. At the September meeting of the planning board, Mike Waddell was elected chair and Mike Ouellet was elected Vice Chair and Clerk. Additionally, the board discussed the need for an updated Master Plan. The objective is to get started by the end of the year with the bulk of the work being completed in 2026.

h. The Planning Board will not be meeting in October, and the next scheduled meeting is November 19, 2025, at the Resource Center in Lancaster.

8. *Report of the Superintendent of Corrections Ben Champagne*. The written report that was submitted to the Board in advance of the meeting was as follows:

HOUSE OF CORRECTIONS	7
PRETRIAL	14
NH STATE PRISON INMATES	0
OTHER COUNTY INMATES	0
TOTAL IN FACILITY	**21**
ELECTRONIC MONITORING PROGRAM	0
WORK RELEASE PROGRAM	0
FURLOUGH	0

HELD AT OTHER FACILITIES HOC= HOUSE OF CORRECTIONS PT= PRETRIAL	**GRAFTON DOC:** 5 HOC FEMALE **HILLSBOROUGH DOC:** 1 PT MALE **VT DOC:** 1 PT FEMALE
TOTAL POPULATION	**28**
AVERAGE DAILY POPULATION SEPTEMBER	26
MALE DAYS SERVED IN FACILITY SEPTEMBER	766
FEMALE DAYS SERVED SEPTEMBER	189 (8 FEMALES)
FEDERAL INMATE DAYS SEPTEMBER	0
TOTAL INMATES BOOKED SEPTEMBER	32
TOTAL INMATES RELEASED SEPTEMBER	37

a. The percentage of Opioid Use Disorders (OUD's) and Substance Use Disorders (SUD's) among new intakes continues to be high: 33% of new inmates were identified as having an OUD/ SUD during the month of September.

b. The annual Coös County Recycling Budget meeting is scheduled for October 24, 2025, at 10:00 a.m., at the Coös County Administrative Office Building.

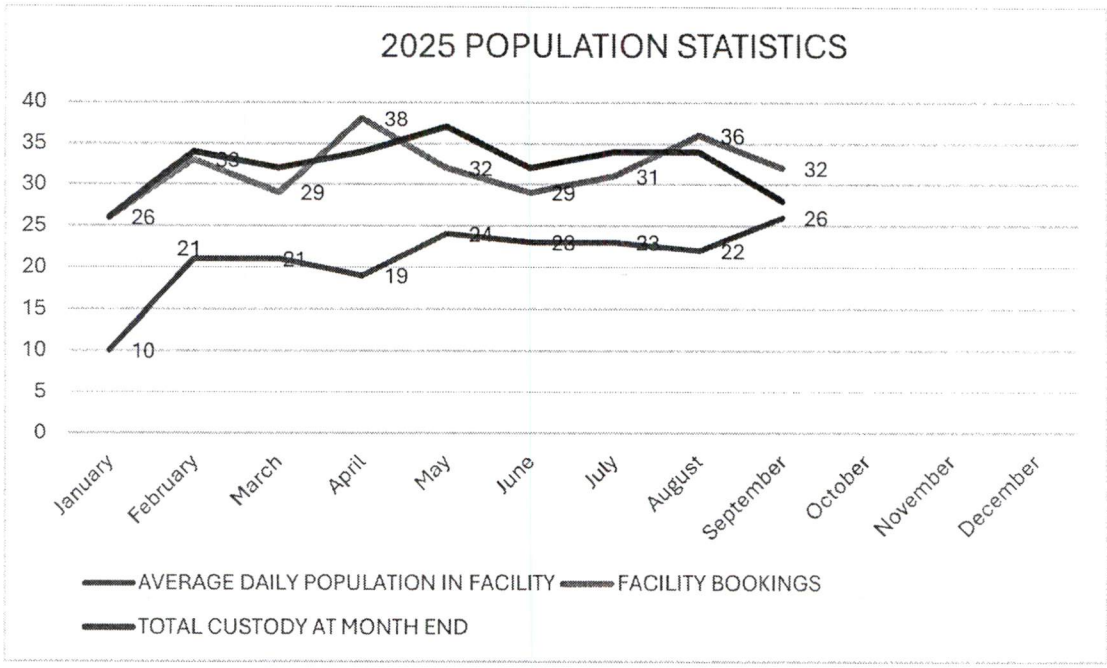
c. Corrections Officer Dawson Klebe graduated from the 126th New Hampshire Association of Counties Corrections Academy on September 12, 2025.

d. House Bill 592 took effect September 21, 2025. HB 592 ends the failed social experiment of bail reform put in place in 2018. The department has already seen a steady increase in population numbers in 2025, with more increases expected.

e. As president of the Coös County Chiefs' Association, Superintendent Champagne chaired a meeting on September 24, 2025, in Lancaster, NH.

f. Corrections staff conducted annual physical fitness testing on September 23rd & 30th, 2025.

g. Superintendent Champagne requests authorization to spend up to $2,000 from the Inmate Trust Fund for new tables, chairs and televisions for the inmate population. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to authorize the request to spend up to $2,000 from the Inmate Trust Fund for new tables, chairs and televisions for the inmate population. The motion was approved 3-0.



9. *Report of the West Stewartstown Nursing Hospital Administrator Louise Belanger*. The written report that was submitted to the Board in advance of the meeting was as follows:

   a. Current Census: 61 as of 10/1/25. Occupancy Rate: 91% based on a bed count of 67. Private Pay 15. Vermont Medicaid 5. NH Medicaid 34. Medicaid Pending NH- 4. Medicaid Pending Vt- 3.

      September 2025 Census Data: Admissions 0. Deaths 1.
      Year to Date Totals: Admissions 29. Deaths 23.

   b. Open Positions: The Nursing Hospital staff have established a new level of open positions based on a 65-67 bed count. Currently there are 6 agency LNAs and 1 agency RN. The 2026 budget will be based on positions, current and open.

   c. Covid: No resident cases, one employee is positive currently.

   d. Nursing Home Administrator continues to work at the Nursing Hospital two days per week. The 2026 Budget has been established. The budget was developed with the same format as the Berlin nursing home. The 2026 budget is more detailed and precise.

   e. Grants: Nursing Home Administrator has also been involved with the Grant project for the Nursing Hospital, regarding the elevator upgrade.

   f. The Maintenance Department dealt with a laundry issue. One dryer was out of order; replacement parts were needed. Currently, the plant manager is dealing with two (2) water leaks.

g. Hospice Services are going well. The Nursing Hospital Administrator and the Director of Nursing have been meeting with Hospice management to develop a better workflow to ensure satisfaction with services for all involved. We will be arranging a "meet and greet" with families and a newspaper article to advertise the new service available to residents and families at a later date.

h. QAPI and the QAA Committees continue to meet as scheduled addressing any new issues that may have been brought to our attention, and on the most recent Survey Plan of Correction. Other areas of topic include Abuse Prevention, Pressure Injury Prevention, Medication Storage, room audits, resident weight loss/gain issues, resident behaviors affecting others, depression symptoms, and infection control practices.

i. Meetings/Committee Reports:
   - NHAC Nursing Home Affiliate - Monthly via zoom.
   - NHAC Executive Committee - Monthly via zoom

Report of the Berlin Nursing Home Administrator Louise Belanger. The written report that was submitted to the Board in advance of the meeting was as follows:

a. Current Census: 79 as of 10/2/25. Occupancy Rate: 79%. SNF 4. Private Pay 12. Medicaid Pending 8.

   September 2025 Census Data: Admissions 3. Deaths 0. Discharges 3. Transfers out 3. Transfers in 3. Average daily census is 77.6%.

   Year to Date Totals: Admissions 30. Deaths 16. Discharges 16. Transfers out 38. Transfers in 39. Average daily census is 77.6%.

b. Open Positions: RN/LPN: 584 hours, 14.6 FTEs. LNAs: 1700 hours, 42.5 FTEs.

   Agency/Travel Staff: RN: 2 (96 hours/week), LPN: 4 (192 hours/week), LNA: 10 (480 hours/week). Utilizing NHES, Indeed.com, County Website, and occasionally the Local News Papers for advertising of open positions.

c. Point Click Care: Upgrades continue slowly to ensure accurate training and usage of software to improve outcomes and quality of work.

d. COVID-19: No resident or staff cases reported.

e. North Country Rural Health Transformation Summit: Was held September 4 in Littleton, NH. Nursing Home Administrator attended with County Administrator. Governor Ayotte and Commissioner Weaver, Medicaid Director Henry Lipman, and Associate Commissioner Tricia Tilley were present and shared the latest information from CMS and DHHS about the Rural Health Transformation Fund. They heard directly from the North Country leaders about how to build on the unique strengths of our rural communities. Information was presented to the attendees on the Rural Health Transformation Fund application process. As of October 1, Coös County has submitted

a fund application to DHHS that was prepared by Berry Dunn for the Berlin nursing home; and we are currently working on another fund application that is due at the end of this week for the West Stewartstown nursing hospital.

f. County Administrator and Nursing Home Administrator also met with Ken Gordon, CEO of Coös County Family Health Services on September 18 and Tom Mee, CEO of North Country Healthcare on September 10. These meetings were a follow-up to Governor Ayotte's presentation on the Rural Health Transformation Fund.

g. A snow bid for the Berlin facility was presented to the Board. Only one bid was received from Landcare in the amount of $12,000. Fifty percent will be due by November 1. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the bid from Landcare in the amount of $12,000. The motion was approved 1-0.

h. AFSCME: Union negotiations began on October 2.

i. Nursing Home Administrator continues to work at the Nursing Hospital two days per week. The 2026 Budget has been established. The budget was developed with the same format as the Berlin nursing home. The 2026 budget is more detailed and precise.

j. QAPI Meeting September 2 & 16: The following was reviewed; Pressure Injury Prevention; Abuse Prevention; Medication Storage; MDS; Nursing/Provider Documentation; resident weight loss/gain issues; Therapy Services; Pharmacy Consultant Report; Resident/Family Satisfaction; Resident Psychosocial Support; Employee Retention; Licensing/Credentialling; Employee Recruitment; Billing Accuracy; Resident Account Audits; Generator Maintenance; Fire Alarm/Sprinklers; Mandatory Staff Trainings; Infection Prevention. State Required Reporting – one incident in September needed to be reported.

k. GOFERR/CNHIP: Construction on the North Entrance is complete. The State Fire Marshall will be inspecting the completed project on October 6. At the meeting, it was reported that there were no noted issues by the Fire Marshall.

l. Nursing Home Administrator is also working with Pamela Urban-Morin on two Departmental Grant Proposals which have been submitted and awaiting response. Update: CDBG Officer conducted a site visit on September 15th, the pre-award phase visit was regarding the elevator project in the Berlin Nursing Home.

m. Meetings/Committee Reports:
- NHAC Nursing Home Affiliate - Monthly via zoom.
- NHAC Executive Committee - Monthly via zoom.
- Medicaid meeting with DHHS - Monthly via zoom.
- Commissioners meeting September 10.
- Sunshine Committee Meeting August 19.

10. *Report of the Director of Finance Carrie Klebe.* The written report that was submitted to the Board in advance of the meeting was as follows:

    a. The Fiscal Year 2025 NH DHHS Intergovernmental Transfer Agreement expired on 6/30/2025. The State of NH DHHS has sent us a new agreement draft for FY 2026. The total amount to be transferred for State Assistance payments is $5,935,237. The County must not use any federal or Medicaid funds to make payments. The Director of Finance requested a vote by Commissioners to authorize the County Administrator, to execute the Intergovernmental Agreement Regarding the Transfer of Public Funds for Nursing Home Per Diem and Choices for Independence (CFI) Waiver Payments. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to authorize the County Administrator, to execute the Intergovernmental Agreement Regarding the Transfer of Public Funds for Nursing Home Per Diem and Choices for Independence (CFI) Waiver Payments. The motion was approved 3-0.

    b. The New Hampshire Department of Justice is requiring a Certificate of Authority from the Coös County Commissioners to allow the County Attorney John McCormick to sign the STOP VAWA Grant Agreement. A vote and signature are needed.

    CERTIFICATE OF AUTHORITY

    I, Thomas Brady of the Coös County Board of Commissioners do hereby certify that:

    1. the Board of Commissioners voted to accept funds in the amount of $13,862 and enter into a grant agreement with the New Hampshire Department of Justice;
    2. The Board of Commissioners further authorizes the County Attorney to execute any documents which may be necessary for this contract;
    3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof
    4. This authority remains valid for (30) days from the date of this Certificate of Authority; and
    5. The following now occupies the office indicated above:

    John McCormick
    Coös County Attorney

    A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the Certificate of Authority as presented and to authorize the Chair to sign. The motion was approved 3-0.

    c. The New Hampshire Department of Safety, Division of State Police is requiring a Certificate of Authority from the Coös County Commissioners to allow the High Sheriff Keith Roberge to sign the Northern Border Alliance Program Grant Award for FY 2026. A Vote is needed.

    CERTIFICATE OF AUTHORITY

    I, Chairman Thomas M. Brady, of the Coös County Commissioners Office do hereby certify that:

1. The Coös County Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Safety on October 8, 2025, as presented in the amount of $102,980.
2. The Coös County commissioners further authorized the High Sheriff to execute any documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. This authority remains valid for (30) days from the date of this Certificate of Authority; and
5. The following now occupies the office indicated above:

High Sheriff Keith Roberge

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the Certificate of Authority as presented and to authorize the Chair to sign. The motion was approved 3-0.

d. The County Administrator and Director of Finance have been working with the Town of Clarksville and Landvest to complete Perambulation between Clarksville and the 3 Unincorporated Places of Atkinson & Gilmanton Grant, Dixville and Dix's Grant.

e. The 2024 Financial Audit & Single Audit is still in progress with Vachon Clukay.

f. As of 10/1/2025, $2,400,000 has been drawn from the 2025 Tax Anticipation Note Line of Credit. As of 9/27/2024, $4,600,000 had been drawn from the TAN.

g. Christine Labelle attended the NH Municipal Association Budget & Finance Workshop in Littleton on September 25.

The County Treasurer inquired about the NH Interlocal Trust invoice. The HR Coordinator replied that the budgeted amounts helped with offset of the cost.

11. *Report of the HR Coordinator Morgan DeBlois*. The written report that was submitted to the Board in advance of the meeting was as follows:

a. The month of September staffing report is as follows.

Hires	5
Separations	12
Change in Status	4

b. The HR Coordinator requested for authorization for the County Administrator to sign the presented MOU agreement between Coös County and UNH College of Professional Studies.

The MOU agreement allows for Coös County employees, their spouses, and dependents

a 20% tuition discount to pursue online degrees. Degrees can range from associates to master's programs from a variety of different topics. Coös County agrees to market and to promote this agreement to their employees to satisfy the terms. Educating employees is crucial for retention in an area where higher education opportunities are scarce and expensive.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to authorize the County Administrator to sign the presented MOU agreement between Coös County and UNH College of Professional Studies. The motion was approved 3-0.

c. Considerations for the 2026 benefit year have begun pre discussions. Enhancements to the County's vision plan will be evaluated by employee request. 2026 health insurance renewal rates will be presented in October and plans for active employees and retirees will be evaluated.

d. The HR Coordinator will assist with negotiations between Coös County and AFSCME.

e. The 2012 Coös County Handbook revision is on track for January 2026. Substantial focus on legal and federal compliance, internal operations, and aligning county facilities will be presented.

f. The County Joint Loss Committee held their Q3 meeting. Trends for compensation and property and liability claims remain positive compared to previous years. The JLC continues to meet and satisfy the requirements from NH Primex^3.

g. The HR Coordinator attended the NH Health Trust Public hearing on 09/25/2025 in Concord. The meeting addressed concerns about the recent outcome of SB 297. Coös County remains in the HealthTrust pool for Group II employees at this time.

h. Meetings & Affiliations
   - HR Affiliate Group
   - Statewide Healthcare SPI
   - HEALTH TRUST Wellness Coordinator meeting
   - Coös County Childcare Crisis Coalition
   - Bimonthly SNS cyber security
   - GCHR Affiliate Group

Chairman Brady recessed the meeting for 20 minutes for a taser demonstration by the Sheriff's Department.

12. *Commissioners' Committee Reports*: There were no committee reports.

13. *Other Business*:
    a. Budget Transfers: The Board reviewed, approved, and signed budget transfers:

Coös County Nursing Hospital

TRANSFER FROM/TO	ACCOUNTORG	ACCOUNT OBJECT	ACCOUNT NAME	JUSTIFICATION FOR TRANSFER REQUEST	AMOUNT
To:	01-01-4411	3055	Audit Services	Additional services	$1,160.00
From:	01-01-4411	1000	Administrator's Salary	Money In account	($1,160.00)
To:	01-01-4418	2000	Health Insurance	Change in benefits	$2,000.00
From:	01-01-4418	1001	Laundry Aides' Salaries	Money in account	($2,000.00)

Coös County Nursing Home

TRANSFER FROM/TO	ACCOUNTORG	ACCOUNT OBJECT	ACCOUNT NAME	JUSTIFICATION FOR TRANSFER REQUEST	AMOUNT
To:	02--02-4411	3030	Communications	Additional services	$2,200.00
From:	02-02-4411	2000	Health Insurance	Money in account	($2,200.00)
To:	02-02-4411	3055	Audit Services	Additional services	$1,100.00
From:	02-02-4411	2000	Health Insurance	Money in account	($1,100.00)
To:	02-02-4419	5001	Furnishings	Furniture for north entrance	$12,300.00
From:	02-02-4419	2000	Health Insurance	Money In account	($2,500.00)
from:	02-02-4420	3014	Physician Services	Money in account	($9,800.00
To:	02-02-4411	3085	Legal Services	Collection assistance	$3,350.00
From:	02-02-4420	3014	Physician Services	Money In account	($3,350.00

Coös County Department of Corrections:

TRANSFER FROM/TO	ACCOUNT ORG	ACCOUNT OBJECT	ACCOUNT NAME	JUSTIFICATION FOR TRANSFER REQUEST	AMOUNT
To:	03-11-4230	3403	Opioid Abatement Expenses	Unforeseen Expenses	$15,000.00
From:	03-11-4230	4000	Administrative Supplies		($1,500.00)
From:	03-11-4230	3018	Medical Services		($10,000.00)
From:	03-11-4230	4030	IT Contracted Services		($3,500.00)
To:	03-11-4230	4011	Corrections Supplies & Expenses	Unforeseen Expenses	$5,000.00
From:	03-11-4230	4014	County Vehicle Srvc Supplies		($5,000.00)

b. Action on Easement to County Property: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to authorize the Chair to sign the Limited and Non-Perpetual Right-of-Way Easement Agreement contingent on Delegation approval. The motion was approved 3-0.

14. *Unincorporated Places*:
    a. Ratification of Building Permits: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge, to ratify the zoning permit approved by Mike Ouellet. The motion was approved 3-0.

603	Fournier, Christopher & Shawna	Wentworth Location	remove of 2 existing garages & construction of 2-bay 26' x 28' garage with concrete foundation

b. Discussion / Planning Board Alternates: The County Administrator noted that two alternates are needed for the Planning Board. The Commissioners will be submitting names to the County Administrator for consideration.

16. *Non-public sessions*: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to enter non-public session under RSA 91-A:3 II(l) at 11:33 a.m. The motion was approved 3-0. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to exit non-public session at 12:10 p.m. The motion was approved 3-0. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to seal the minutes for the period of one year (10/09/2025). The motion was approved 3-0.

The budget work session is scheduled for Wednesday, October 29, 2025, at the Coös County Administrative Offices in Stewartstown, NH.

The next regular meeting is scheduled for Monday, November 17, 2025, at the Coös County Administrative Offices in Stewartstown, NH.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to adjourn the meeting at 12:10 p.m. The motion was approved unanimously.

Respectfully submitted,

Commissioner Robert Théberge, Clerk

Primex
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Coos County PO Box 10 West Stewartstown, NH 03597	602	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not	
X **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2025	7/1/2026	Each Occurrence	$2,000,000
			General Aggregate	$10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
	By: *Mary Beth Purcell*
State of New Hampshire - Department of Justice 1 Granite Place South Concord, NH 03301	**Date:** 10/8/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		**1.2. State Agency Address** 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name Office of the Merrimack County Attorney		**1.4. Grantee Address** 333 Daniel Webster Highway Boscawen, NH 033303	
1.5 Grantee Phone # (603) 796-6874	**1.6. Account Number** 02-20-20-201510-5587-072-500574	**1.7. Completion Date** 12/31/2026	**1.8. Grant Limitation** $30,000
1.9. Grant Officer for State Agency Kathleen Carr		**1.10. State Agency Telephone Number** (603) 271-1234	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Ross L. Cunningham, County Administrator	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Thomas D. Kaempfer		**1.14. Name & Title of State Agency Signor(s)** Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Christen Lavers **Assistant Attorney General, On:** / / 11/6/25			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

Initials:
Date: 9/22/25

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

Office of the Merrimack County Attorney as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

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

2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at http://www.doj.nh.gov/grants-management/civil-rights.htm and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

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

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

Relevant to STOP VAWA funding awards 15JOVW-24-GG-00513-STOP & 15JOVW-25-GG-00045-STOP

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

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

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

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

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

8. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the

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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.

9. Requirement to report potentially duplicative funding

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

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

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

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

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

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

11. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

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The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

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

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

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

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

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

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

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

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

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

15. Determinations of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

17. OVW Training Guiding Principles

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

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

18. Effect of failure to address audit issues

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

19. Potential imposition of additional requirements

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

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

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

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

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

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

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

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https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficiary_Protections.pdf.

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 on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations.

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

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

23. Restrictions on "lobbying" and policy development

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

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

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

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

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

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

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

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

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

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

a. it represents that--

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

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

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

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

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

The subrecipient also must inform its employees, in writing (and in the predominant native

language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

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

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

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

30. Availability of general terms and conditions on OVW website

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

31. Compliance with statutory and regulatory requirements

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

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

32. Compliance with notice of funding opportunity requirements

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

33. VAWA 2013 nondiscrimination condition

The subrecipient agrees to comply with 34 U.S.C. 12291(b)(13) 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 a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

34. Misuse of award funds

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

35. Limitation on use of funds to approved activities

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

36. Non-supplantation

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

37. Confidentiality and information sharing

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

The subrecipient also agrees to comply with the regulations implementing this provision at 28

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

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

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, 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 notice of funding opportunity or companion guide under which the application was submitted.

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

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

40. Termination or suspension for cause

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

41. Performance progress reports and final report submission

The subrecipient agrees to provide OVW with specific information regarding subawards

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

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

42. Subrecipient program income

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

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

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

43. Subrecipient product monitoring

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

44. Publications disclaimer for STOP Formula subrecipients

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

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

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views of the state or the U.S. Department of Justice."

45. Copyrighted works

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

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

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

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

46. Consultant compensation rates

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

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

47. Ongoing compliance with statutory certifications

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

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prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

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

48. Requirements for subrecipients providing legal assistance

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

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

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
(B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim
service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

49. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

50. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

The subrecipient agrees that grant funds will not be used for activities addressing MMIP

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unrelated to domestic violence, dating violence, sexual assault, or stalking.

51. Limitation on use of funds for activities addressing human trafficking

The subrecipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

Relevant to STOP VAWA award 15JOVW-25-GG-00045-STOP only

52. Federal civil rights and nondiscrimination laws (certification)

The subrecipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

53. Terms and conditions subject to court ordered stay

Award condition 50 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the subrecipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2025 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.

4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

5. All correspondence and submittals shall be directed to:
   NH Department of Justice
   Grants Management Unit
   1 Granite Place, South
   Concord, NH 03301
   (603) 271-8091or travis.n.teeboom@doj.nh.gov

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EXHIBIT C

- PAYMENT TERMS-

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

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

   3a. The Subrecipient shall be awarded an amount not to exceed $30,000 of the total Grant Limitation from Governor and Council approval or 1/1/2026, whichever is later, to 12/31/2026 with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2026, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Ross L. Cunningham [*responsible official*], certify that the Office of the Merrimack County Attorney [Sub*recipient*] has completed the EEO reporting tool certification within the last two years at: **https://ojp.gov/about/ocr/faq_eeop.htm** on 03/18/2024 [*date*]

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

EEOP Training Requirements for Subrecipients

Jessica Riendeau [*official that completed training*] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: 11/14/2023 [*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

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

Subrecipient Discrimination Complaint Process

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

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EXHIBIT D

Certified Standard Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D

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

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

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

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

Ross L. Cunningham	County Administrator
Name of Authorized Signor	Title of Authorized Signor
Signature	Date: 9/22/25

Initials: _____
Date: 9/22/25

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

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

The Office of the Merrimack County Attorney (Subrecipient) certifies that any funds awarded through **grant number 2026VAW08** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

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

Signature: _____ Date 9/22/25

Initials: _____

Date: 9/22/25

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Initials: [illegible]
Date: 9/22/25

EXHIBIT F

A. Pursuant to Department regulations on non-procurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

3. FEDERAL TAXES

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

Initials: _____
Date: 9/22/25

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:
A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

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

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

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

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

Initials: _____
Date: 9/2[illegible]/25

EXHIBIT F

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

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

Notice shall include the identification number(s) of each affected award;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

Ross L. Cunningham	County Administrator
Name of Authorized Signor	Title of Authorized Signor
	09/22/25
Signature	Date

County of Merrimack, 333 Daniel Webster Hwy, Boscawen, NH 03303

Name and Address of Agency

Initials: _____
Date: 9/22/25

EXHIBIT G

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

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

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

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

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

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

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

Initials: _____

Date: 9/22/25

EXHIBIT G
Certification

Ross L. Cunningham	County Administrator
Name of Authorized Signor	Title of Authorized Signor
Signature	9/22/25 Date

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

1. The Unique Entity ID (SAM) number for your entity is: KKP8QVLRMNB7

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

X NO _____YES

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

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

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

_____NO _____YES

If the answer to #3 above is YES, stop

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

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

Initials: _____
Date: 9/22/25

EXHIBIT G
Certification

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Initials: _____
Date: 9/22/25

EXHIBIT H

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

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

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

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

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

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

(C) **Release**
If release of information described in subparagraph (B) is compelled by statutory or court mandate—
(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) **Information sharing**
(i) Grantees and subgrantees may share—
(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
(ii) In no circumstances may—
(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

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

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

(G) **Confidentiality assessment and assurances**
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

(H) **Death of the party whose privacy had been protected**
In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

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

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

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

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

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

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

Ross L. Cunningham	County Administrator
Typed Name of Authorized Representative	Title

Telephone Number 603.796.6800

	9/22/25
Signature of Authorized Representative	Date Signed

County of Merrimack

Agency Name

Initials: _____

Date: 9/22/25

EXHIBIT I

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

I, Paul Halvorsen [NAME OF RESPONSIBLE OFFICIAL], the Merrimack County Attorney [OFFICIAL'S TITLE] of Merrimack County [NAME OF PROSECUTING ENTITY] hereby certify that the Merrimack County Attorney's Office [NAME OF PROSECUTING ENTITY] as a prosecuting entity of the New Hampshire Department of Justice's STOP Violence Against Women Funding (VAWA) Grant Program, that this office will, during the 1-year period after the start of this subaward, as approved by Governor and Executive Council of the State of New Hampshire, will engage in planning, developing, and implementing the following:

1. Training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;

2. Policies that support a victim-centered approach, informed by such training; and

3. Protocol outlining alternatives practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent victimization and trauma to the victim.

Paul Halvorsen
Printed Name of Responsible Official

Merrimack County Attorney
Title

Signature

10/7/25
Date

Initials:
Date: 10/8/25

CERTIFICATE OF AUTHORITY

I, Stuart D. Trachy, Chair, Merrimack County Board of Commissioners, hereby certify that:

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

2. I hereby certify that Ross L. Cunningham, County Administrator is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he

3. /she may deem necessary, desirable, or appropriate.

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

9.18.25
Dated

Stuart D. Trachy
Signature of County Clerk/County Official
Name: Stuart D. Trachy
Title: Chair, Board of Commissioners

County of Merrimack Board of Commissioners Meeting Minutes
Monday, October 27, 2025

Meeting conducted in person and electronically (via Zoom) at
Old Courthouse ~ 163 North Main Street, Concord, NH 03301

Meeting ID: 868 4421 4713
Passcode: 543266

Start Time 10:00 a.m.

Present: Commissioner Trachy, Commissioner Lovlien Jr., Commissioner Shurtleff

Staff: County Administrator Ross Cunningham, Finance Director Aaron Turner, Superintendent Garrett Jewell, Treasurer Mary Heath, Register of Deeds Samantha Morse, Development Coordinator Kara Coffey, Human Services Director Jessica Riendeau, Assistant Human Services Director Nikole Keaton, Facilities Director Dustin Muzzey, Purchasing Manager Jon Gardner, Assistant Nursing Home Administrator Ross Johnson, Network Administrator Tom Trumble and Executive Coordinator Melinda Harrison

Guest(s):
Zoom Attendees: Nursing Home Administrator Heather Moquin, Human Resources Director Wendy Heath

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1. Call to Order

Chair Stuart D. Trachy called the meeting to order at 10:00 a.m.
The Pledge of Allegiance was led by Purchasing Manager Jon Gardner.

a. Consent Agenda

- Motion: Commissioner Lovlien moved to approve the consent agenda as presented with a minor correction to prior minutes and to seal the non-public minutes of the October 14th meeting for a period of five years, as divulgence could adversely affect the reputation of a person other than a Board member.
- Seconded by: Commissioner Shurtleff
- Vote: Motion passed 3–0

DRAFT

2. Public Comment

- None

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3. County Administrator – Ross Cunningham

a. Department Snapshots

- Administrator Cunningham provided updates from various departments and noted that department heads were available to answer questions from the Board.

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4. Finance Director – Aaron Turner

a. Quarterly Trust Financials

- Director Turner presented a review of the County trust fund financials.
- He also reviewed ARPA funds, noting five active projects with approximately $468,000 remaining in the fund.

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5. Finance Director – Aaron Turner and Human Resources Director – Wendy Heath

a. Primex Renewals

- Directors Turner and Heath presented on significant increases in Primex Property/Liability, Workers' Compensation, and Unemployment Compensation programs due to the expiration of the three-year Contribution Assurance Program (CAP) agreements at the end of 2025. Discussion followed.

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6. Human Resources Director – Wendy Heath

a. Flexible Spending Account (FSA) and Dependent Care Accounts

- Director Heath provided updates on FSA salary reduction limits and Dependent Care Accounts for employees beginning with the 2026 plan year for non-union employees.
- The IRS increased the allowable FSA contribution from $3,300 to $3,400 and the Dependent Care limit from $5,000 to $7,500.

DRAFT

Motion: Commissioner Lovlien moved to approve increasing the maximum salary reduction contribution to the FSA and Dependent Care Accounts as discussed.

- Seconded: Commissioner Shurtleff
- Vote: Motion passed 3–0

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7. Human Services Director – Jessica Riendeau and Assistant Human Services Director – Nikole Keaton

a. Homelessness – Merrimack County Partnership

- Directors Riendeau and Keaton provided a presentation and discussion on homelessness in Merrimack County, agency coordination, shelter and emergency services, and data trends.
- Topics included capacity issues, funding streams, barriers, collaborations, and data collection improvements.
- Reports highlighted a growing homeless population, affordable housing challenges, and strategies for addressing needs through navigator programs, case management, and provider coordination.

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8. Facilities Director – Dustin Muzzey

a. Surplus Auction

- Director Muzzey requested authorization for the sale of County surplus property (small equipment and furniture) through the Municibid auction site, with proceeds returned to the general fund.

Motion: Commissioner Lovlien moved approval of the Municibid auction as presented.

- Seconded: Commissioner Shurtleff
- Vote: Motion passed 3–0

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9. Board of Commissioner Comments

- None

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10. Unfinished Business

DRAFT

a. October – November Calendars

- The Board reviewed the October and November calendars.

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11. New Business

- Administrator Cunningham updated the Board on a meeting with Senators Reardon and Long regarding programming initiatives.
- He reported the Solar Project has been delayed and is now expected to go online in April 2026.
- He briefed the Board on the public hearing and open house for the McLeod Renovation Project.
- He discussed a potential new vehicle for the County Attorney's office, to be brought forward for Board approval.
- Development Coordinator Kara Coffey provided updates on grant applications and the new approval process, including requirements from the State of New Hampshire for explicit votes on the Victims of Crime Act (VOCA) and STOP (Violence Against Women Act) grants.
- Coordinator Coffey requested authorization for County Administrator Cunningham to enter into contracts and execute related documents on behalf of the County regarding Merrimack County grants.

Motion: Commissioner Shurtleff moved to authorize County Administrator Cunningham to enter into a contract with the State of New Hampshire regarding the 2026 STOP Violence Against Women Act and 2026 VOCA Phase 2 grants, and to execute any related documents, agreements, or amendments deemed necessary.

- Seconded: Commissioner Lovlien
- Vote: Motion passed 3–0

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12. Staff Comment

- None

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13. Non-Public Session

Motion: Commissioner Lovlien moved to enter non-public session at 11:16 a.m. under RSA 91-A:3, II(a) – Personnel.

- Seconded: Commissioner Shurtleff

DRAFT

- Roll Call Vote:
  – Commissioner Trachy – Yes
  – Commissioner Lovlien – Yes
  – Commissioner Shurtleff – Yes
- Vote: Motion passed 3–0

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14. 2026 Budget Review

- The Board reviewed 2026 budget requests from UNH Cooperative Extension, Conservation District, Administration, Finance, IT, Purchasing, Debt Service, Other, Taxes, and Fund Balance, making adjustments as needed.
- CIP 2026 projects were also discussed.
- The current budget reflects a 6.3% increase in taxes, with final decisions and approval scheduled for the November 14th meeting.

In Other Business

- Coordinator Coffey presented on the Cold Weather Shelter Funds, noting that the review team evaluated funding requests, including project summaries and proposed uses.
- Total submission requests amounted to $165,000, with $25,000 established as the maximum allocation per organization. A total of $125,000 for five organizations was recommended for approval. Discussion followed.

Motion: Commissioner Shurtleff moved approval of $125,000 in Cold Weather Shelter Funds as presented.

- Seconded: Commissioner Trachy
- Vote: Motion passed 2–1 (Commissioner Lovlien voted no)

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15. Adjournment

Motion: Commissioner Lovlien moved to adjourn at 1:38 p.m.

- Seconded: Commissioner Shurtleff
- Vote: Motion passed 3–0

Approved by:
Stephen Shurtleff, Clerk

DRAFT

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	604	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	1/1/2025	1/1/2026	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
			By: *Mary Beth Purcell*
NH Department of Justice 1 Granite Place South Concord, NH 03301			**Date:** 9/18/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		**1.2. State Agency Address** 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name Salem Police Department		**1.4. Grantee Address** 9 Veterans Memorial Parkway Salem, NH 03079	
1.5 Grantee Phone # (603) 890-2352	**1.6. Account Number** 02-20-20-201510-5587-072-500574	**1.7. Completion Date** 12/31/2026	**1.8. Grant Limitation** $50,475
1.9. Grant Officer for State Agency Thomas Kaempfer		**1.10. State Agency Telephone Number** (603) 271-0993	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Joseph R. Devine Jr. Town Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2** Joel P. Dolan Chief of Police	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Thomas D. Kaempfer		**1.14. Name & Title of State Agency Signor(s)** Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Christen Lavers **Assistant Attorney General, On:** / / 11/9/25			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

Subrecipient Initials JRD IRC
Date 11/4/25

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

Subrecipient Initials 11/4/25 JED
Date JM

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Subrecipient Initials 11/4/25 JRO
Date

EXHIBIT A

– SPECIAL CONDITIONS –

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

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

2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at http://www.doj.nh.gov/grants-management/civil-rights.htm and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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Date

Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

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

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

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

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

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

   Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action

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with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

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

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

8. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

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

9. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal

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awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

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

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

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

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

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

11. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

Subrecipient Initials 11/4/25 JD
Date JD

EXHIBIT A

– SPECIAL CONDITIONS –

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).
The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

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

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

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate,

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or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

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

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

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

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

15. Determinations of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on

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

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

17. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

18. Effect of failure to address audit issues

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

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– SPECIAL CONDITIONS –

19. Potential imposition of additional requirements

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

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

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

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

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

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

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

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Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficiary_Protections.pdf.
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 on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations.

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

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

23. Restrictions on "lobbying" and policy development

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

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement,

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subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/grant-complaint (select "Submit Report Online"); (2) mail

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directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

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

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written

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notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

a. it represents that--

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

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

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

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a

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gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

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

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OVW by email to 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.

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EXHIBIT A

– SPECIAL CONDITIONS –

30. Availability of general terms and conditions on OVW website

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

31. Compliance with statutory and regulatory requirements

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

32. Compliance with notice of funding opportunity requirements

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

33. VAWA 2013 nondiscrimination condition

The subrecipient agrees to comply with 34 U.S.C. 12291(b)(13) 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 a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

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EXHIBIT A

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34. Misuse of award funds

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

35. Limitation on use of funds to approved activities

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

36. Non-supplantation

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

37. Confidentiality and information sharing

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

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

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– SPECIAL CONDITIONS –

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

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, 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 notice of funding opportunity or companion guide under which the application was submitted.

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

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

40. Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that

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there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

41. Performance progress reports and final report submission

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

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

42. Subrecipient program income

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

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

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during the project period, the subrecipient must provide approval by the end of the project period.

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

43. Subrecipient product monitoring

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

44. Publications disclaimer for STOP Formula subrecipients

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

"This project was supported by Subgrant No. __15JOVW-24-GG-00513-STOP__ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

45. Copyrighted works

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

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

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EXHIBIT A

– SPECIAL CONDITIONS –

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

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

46. Consultant compensation rates

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

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

47. Ongoing compliance with statutory certifications

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

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

48. Requirements for subrecipients providing legal assistance

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

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

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or

(B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

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EXHIBIT A

– SPECIAL CONDITIONS –

49. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

50. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

The subrecipient agrees that grant funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

51. Limitation on use of funds for activities addressing human trafficking

The subrecipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

52. Federal civil rights and nondiscrimination laws (certification)

The subrecipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

53. Terms and conditions subject to court ordered stay

Award condition 50 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the subrecipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2025 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject

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to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

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EXHIBIT B

– SCOPE OF SERVICES –

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.

4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

5. All correspondence and submittals shall be directed to:

   Kathryn Fisher
   NH Department of Justice
   Grants Management Unit
   1 Granite Place South
   Concord, NH 03301
   (603) 271-1261
   Kathryn.E.Fisher@doj.nh.gov

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EXHIBIT C

– PAYMENT TERMS –

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

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

   3a. The Subrecipient shall be awarded an amount not to exceed $50,475 of the total Grant Limitation from Governor and Council approval or 1/1/2026, whichever is later, to 12/31/2026, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2026, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

I, Joel P. Dolan [*responsible official*], certify that the Office of the Salem Police Department [Subrecipient] has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on 02.16.2024 [*date*]

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

EEOP Training Requirements for Subrecipients

Captain Jason Smith [*official that completed training*] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: 2/16/2024 [*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

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

Subrecipient Discrimination Complaint Process

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

Subrecipient Initials 11/4/25 JPD
Date

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

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

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

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

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

a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

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

a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d);

Subrecipient Initials 11/4/25 JPO
Date 25

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

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

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

Subrecipient Initials 11/4/25 JRO
Date JRO

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

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

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

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

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

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

Subrecipient Initials 11/4/25 JPO
Date

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

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

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

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

Joseph R. Dunn Jr.
Name of Authorized Signor

Town Manager
Title of Authorized Signor

Signature

November 4, 2025
Date

Subrecipient Initials JRD JPO
Date 11/4/25

EXHIBIT E

– NON-SUPPLANTING CERTIFICATION –

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

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

The Salem Police Department (Subrecipient) certifies that any funds awarded through grant number **2026VAW10** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title of Authorized Signor: Joseph R. Devine

Signature: _____ Date: 11/4/2025

Subrecipient Initials JP JPD
Date 11/4/25

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

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

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

1. LOBBYING

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

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

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

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required

Subrecipient Initials JKO JDO
Date 11/4/25

of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

Subrecipient Initials JPO
Date 11/4/25

OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

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

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

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

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

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

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

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

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Subrecipient Initials JBO JDO
Date 1/14/25

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

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

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

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

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

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

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

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

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

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

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

Subrecipient Initials JRO JDO
Date 11/4/25

EXHIBIT F

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

[signature]	Town Manager
Name of Authorized Signor	Title of Authorized Signor
[signature]	November 4, 2025
Signature	Date

Salem NH Police Department 9 Veterans Memorial Parkway Salem, NH 03079

Name and Address of Agency

Subrecipient Initials JRO JAP

Date 11/4/25

EXHIBIT G

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

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

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

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

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

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

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282

Subrecipient Initials JS SCD
Date 11/4/28

EXHIBIT G

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

and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Subrecipient Initials JN JOO
Date 11/4/25

EXHIBIT G

– CERTIFICATION –

Joseph R. Dunn — Name of Authorized Signor

Town Manager — Title of Authorized Signor

Signature

November 4, 2025 — Date

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

1. The Unique Entity ID (SAM) number for your entity is: Q64GZRJ6VMJ3

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

✓ NO _____ YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

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

_____ NO _____ YES

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

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

Subrecipient Initials JRD
Date 11/4/25

EXHIBIT G

– CERTIFICATION –

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Subrecipient Initials _____
Date _____

EXHIBIT H

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

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

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

A. In general

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

B. Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—
(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an

Subrecipient Initials JO JMO
Date 11/4/25

unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

C. Release

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

(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and

(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

D. Information sharing

(i) Grantees and subgrantees may share—

(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

Subrecipient Initials JM JP
Date 11/4/25

E. Statutorily mandated reports of abuse or neglect

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

F. Oversight

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

G. Confidentiality assessment and assurances

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

H. Death of the party whose privacy had been protected

In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

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

Subrecipient Initials JPO JDO
Date 11/4/25

EXHIBIT H

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

Joseph R. Dwire — Name of Authorized Representative

Town Manager — Title

603-840-2120 — Telephone Number

Signature

November 4, 2025 — Date

Salem NH Police Department — Agency Name

Subrecipient Initials JRD JCO
Date 11/4/2025

Certificate of Vote of Authorization

Town of Salem, NH
33 Geremonty Drive
Salem, NH 03079

I, Nicole Morse, Town Clerk of the Town of Salem, NH do hereby certify that at a meeting of the Town Council held on November 3, 2025, the Town Council voted to accept a grant in the amount of $50,475.00 from State of New Hampshire, Department of Justice, S.T.O.P (Services Training Officers Prosecutors) Violence Against Women Grant Program.

The Town Council further voted to authorize the Town Manager to sign any and all documents necessary to effectuate this grant.

This authorization has not been revoked, annulled or amended in any manner whatsoever and remains in full force and effect as of the date the grant agreement was signed by the Town Manager on November 4, 2025 and this authority remains valid for thirty (30) days from the date of this Certificate of Authority.

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Salem, New Hampshire on this 4th day of November, 2025.

Nicole Morse, Town Clerk

NOTARIZATION

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 4th day of November, 2025, before me, Maureen R. Witley, the undersigned Officer, personally appeared Nicole Morse, who acknowledged herself to be the Town Clerk of Salem, NH, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

MAUREEN R. WITLEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES JULY 30 2030

Notary Public

My commission expires:

MAUREEN R. WITLEY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 30, 2030

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Salem 33 Geremonty Drive Salem, NH 03079	285	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2025	7/1/2026	Each Occurrence	$ 2,000,000
			General Aggregate	$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2025	7/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
State of NH Department of Justice 1 Granite Place South Concord, NH 03301			Date: 11/3/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		**1.2. State Agency Address** 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name New Hampshire Coalition Against Domestic & Sexual Violence		**1.4. Grantee Address** 100 North Main St, Suite 300 Concord, NH 03302	
1.5 Grantee Phone # (603) 224-8893	**1.6. Account Number** 02-20-20-201510-5587-072-500575	**1.7. Completion Date** 12/31/2026	**1.8. Grant Limitation** $155,700
1.9. Grant Officer for State Agency Kathleen Carr		**1.10. State Agency Telephone Number** (603) 271-1234	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 Lyn M. Schollett		**1.12. Name & Title of Grantee Signor 1** Lyn M. Schollett, Executive Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Thomas D. Kaempfer		**1.14. Name & Title of State Agency Signor(s)** Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Christen Lavers **Assistant Attorney General, On:** / / 11/6/25			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

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

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized

8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

New Hampshire Coalition Against Domestic & Sexual Violence as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at http://www.doj.nh.gov/grants-management/civil-rights.htm and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is $650 per day or $81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

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5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

STOP VAWA funding awards 15JOVW-24-GG-00513-STOP & 15JOVW-25-GG-00045-STOP

7. **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

By accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

8. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform

Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

9. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget modification or change-of-project-scope to eliminate any inappropriate duplication of funding

10. Requirements related to System for Award Management and unique entity identifiers

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers (UEI) are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

11. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at

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https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

12. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 PM EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

13. Unreasonable restrictions on competition under the award; association with federal government.

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including

reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

15. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

17. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at

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https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

18. Effect of failure to address audit issues

The subrecipient understands and agrees that the NHDOJ (and OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the NHDOJ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ (and OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

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/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficia

ry_Protections.pdf.

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 on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

24. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

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restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/grant-complaint (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste,

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fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ.

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

30. Availability of general terms and conditions on OVW website

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

31. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and the OVWs implementing regulations at 28 C.F.R. Part 90.

32. Compliance with notice of funding opportunity requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the notice of funding opportunity (NOFO) under which the approved application was submitted, the

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applicable Application Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-andfaqs-grantees). The program NOFO, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

33. VAWA 2013 nondiscrimination condition

The subrecipient agrees to comply with 34 U.S.C. 12291(b)(13) 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 a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

34. Misuse of award funds

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

35. Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

36. Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

37. Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

The subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

38. Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, 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 notice of funding opportunity or companion guide under which the application was submitted.

39. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

40. Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

41. Performance progress reports and final report submission

The subrecipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The subrecipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on

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each subaward made; and d) such other information as OVW may prescribe.

Subrecipients are required to submit this report after the end of each calendar year but no later than March 15th each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

42. Subrecipient program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs.

In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the subrecipient must provide approval by the end of the project period.

Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

43. Subrecipient product monitoring

The subrecipient agrees to be monitored to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

44. Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

"This project was supported by Subgrant No._____awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

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45. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

46. Consultant compensation rates

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

47. Ongoing compliance with statutory certifications

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-center prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

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Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

48. Requirements for subrecipients providing legal assistance

The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subrecipient. The legal assistance eligibility requirements are:

(1) any person providing legal assistance through a program funded under this grant program

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
(B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim
service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

49. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

50. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

The subrecipient agrees that grant funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

51. Limitation on use of funds for activities addressing human trafficking

The subrecipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

STOP VAWA award 15JOVW-25-GG-00045-STOP only

52. Federal civil rights and nondiscrimination laws (certification)

The subrecipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

53. Terms and conditions subject to court ordered stay

Award condition 50 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the subrecipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2025 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.

4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

5. All correspondence and submittals shall be directed to:
   NH Department of Justice
   Grants Management Unit
   1 Granite Place, South
   Concord, NH 03301
   (603) 271-8091or travis.n.teeboom@doj.nh.gov

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EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

   3a. The Subrecipient shall be awarded an amount not to exceed $155,700 of the total Grant Limitation from Governor and Council approval or 1/1/2026, whichever is later, to 12/31/2026, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

   3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2026, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Lyn M. Schollett [*responsible official*], certify that the New Hampshire Coalition Against Domestic and Sexual Violence [Sub*recipient*] has completed the EEO reporting tool certification within the last two years at: **https://ojp.gov/about/ocr/faq_eeop.htm** on April 3, 2024 [*date*]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Joi Smith [*official that completed training*] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: March 22, 2023 [*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that the New Hampshire Coalition Against Domestic and Sexual Violence [*Subrecipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination-based complaints from employees and program beneficiaries and that policy/procedure must be made publicly available to program beneficiaries or prospective beneficiaries.

NOTE: Effective March 11, 2025, Office for Civil Rights (OCR) temporarily paused the collection of EEOP information for compliance purposes. The message on the OCR website indicates that they will not collect or review EEOP submissions from recipients while they evaluate the program

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EXHIBIT D

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

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c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

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a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Lyn M. Schollett	Executive Director
Name of Authorized Signor	Title of Authorized Signor
Lyn M. Schollett	October 8, 2025
Signature	Date

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EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The New Hampshire Coalition Against Domestic and Sexual Violence (Subrecipient) certifies that any funds awarded through **grant number 2026VAW16** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The New Hampshire Coalition Against Domestic and Sexual Violence (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: Lyn M. Schollett, Executive Director

Signature: Lyn M. Schollett Date October 8, 2025

Initials: LMS
Date: 10.8.2025

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING
As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

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(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:
A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will —

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Lyn M. Schollett
Name of Authorized Signor

Executive Director
Title of Authorized Signor

Lyn M. Schollett
Signature

October 8, 2025
Date

NH Coalition Against Domestic & Sexual Violence, PO Box 353, Concord, NH 03302-0353
Name and Address of Agency

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EXHIBIT G

Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (SAM #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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EXHIBIT G
Certification

Lyn M. Schollett	Executive Director
Name of Authorized Signor	Title of Authorized Signor
Lyn M. Schollett	October 8, 2025
Signature	Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity ID (SAM) number for your entity is: MS96M91DCAN4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

__X__NO _____YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____NO _____YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

5. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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EXHIBIT G
Certification

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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EXHIBIT H

U.S. Department of Justice
Office on Violence Against Women

Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (34 U.S.C. 12291(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) **In general**
In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) **Nondisclosure**
Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—
(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) **Release**
If release of information described in subparagraph (B) is compelled by statutory or court mandate—
(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) **Information sharing**
(i) Grantees and subgrantees may share—
(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
(ii) In no circumstances may—
(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) **Statutorily mandated reports of abuse or neglect**
Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) **Oversight**
Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) **Confidentiality assessment and assurances**
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

(H) **Death of the party whose privacy had been protected**
In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

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information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

(i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.

(ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.

(iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.

(iv) The information released is limited to that which is necessary for the purposes of the fatality review.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Lyn M. Schollett — Executive Director

Typed Name of Authorized Representative — Title

Telephone Number (603) 715-8794

Lyn M. Schollett — October 8, 2025

Signature of Authorized Representative — Date Signed

NH Coalition Against Domestic & Sexual Violence

Agency Name

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 30, 1981. 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: **63838**

Certificate Number: **0007148447**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Hilary Holmes Rheaume, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of the NH Coalition Against Domestic and Sexual Violence.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 20, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lyn M. Schollett, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of the NH Coalition Against Domestic and Sexual Violence to enter into contracts or
(Name of Corporation/ LLC)

agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the 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: October 8, 2025

Signature of Elected Officer
Name: Hilary Holmes Rheaume
Title: Chairperson, Board of Directors

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2025

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).

PRODUCER	CONTACT NAME: Sidney Stevens	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: sidney@esinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great American Insurance Group	GAIG
INSURED NH Coalition Against Domestic and Sexual Violence, DBA: NHCADSV PO Box 353 Concord NH 03302	INSURER B : Liberty Mutual Agency Corporation	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MAC 5464236 24	05/15/2025	05/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Each Abuse Limit	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB8234007-17	05/15/2025	05/15/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-31S-604577-025	05/15/2025	05/15/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Abuse & Professional			MAC 5464236 24	05/15/2025	05/15/2026	Abuse Aggregate Limit	3,000,000
							Professional Liability	1,000,000
							Professional Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Department of Justice
1 Granite Place South
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kennelly

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NONPROFIT COVER SHEET

A. Entity Name: New Hampshire Coalition Against Domestic and Sexual Violence

B. Entity's Contact Information for Records Requests (e.g., resumes of key personnel; audited financial statements):

100 North Main St. Suite 300, Concord, NH 03302
1 (603) 224-8893

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in Parentheses) E.g., John Doe (President)	Affiliations
Hilary Holmes Rheame (Chairperson)	Shareholder, Bernstein, Shure, Sawyer & Nelson
Sarah Gagnon (Vice Chair)	VP of Clinical Operations, Riverbend Community Mental Health
Ashley Aniskovich (Co-Treasurers)	Audit Manager, Nathan Wechsler & Co
Caitlin Garcia	Manager, A.M. Peisch & Company, LLP
Shauna Foster	Executive Director, New Beginnings
Carlos Jauhola-Straight	Pastor, First Congregational Church of Pelham
Jacy Amenkowicz	VP Commercial Lending, Bank of New Hampshire
Jeff Maher	Program Manager for Title IX, Discrimination, & Bias, Keene State College
Kristen Judge	General Manager, Little Brothers Burgers Co.
Lyndsay Robinson	Shareholder, Shaheen & Gordon, PA
Renee Dubuque	Litigation Paralegal, Bernstein, Shur, Sawyer & Nelson, P.A.
Sarah Forhan	Financial Advisor & Partner, Hildene Financial Group
Tina Smith	Nurse, Concord Pediatrics

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or maybe attached)**:**

Name	Role	Annual Salary	Amount Paid From This Contract
Lyn Schollett	Executive Director	$122,600	$18,390
Joi Smith	Program Director	$78,900	$39,450
Alyssa Dandrea	Community Relations Specialist	$61,500	$12,300

Ryan Howe	Interdisciplinary Response Specialist	$55,000	$48,400

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

[X] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

[ ] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

_____

_____

_____

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

[X] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

[ ] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

[ ] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf

FINANCIAL DISCLOSURES

G. Check one the following:

[X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**

[ ] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

[ ] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

	Revenue		Expenses
Grants	$	*Compensation of officers, directors, and key personnel*	$
Donations	$		
Program Services Revenue	$	*Other salaries & wages*	$
Interest & Dividends	$	*Payroll taxes & employee benefits*	$
All other Revenue	$	*Occupancy, rent, utilities, and insurance*	$
Total Revenue	$	*Printing, publications, postage, office supplies, and IT*	$
		All other expenses	$
		Total Expenses	$

2. BALANCE SHEET

Assets	
Cash & Equivalents	$
Investments	$
Real Estate (less any depreciation)	$
Other Property & Equipment (less any depreciation)	$
Pledges, grants, accounts receivable	$
All other assets	$
Total Assets	$

Liabilities	
Accounts Payable	$
Loans Payable	$
All other liabilities	$
Total Liabilities	$

NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE

AUDITED FINANCIAL STATEMENTS

June 30, 2024 and 2023

SINGLE AUDIT REPORTS

June 30, 2024

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS
46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

Opinion

We have audited the accompanying financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Coalition Against Domestic and Sexual Violence and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Coalition Against Domestic and Sexual Violence's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Coalition Against Domestic and Sexual Violence's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 12, 2024, on our consideration of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited the New Hampshire Coalition Against Domestic and Sexual Violence's 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 26, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
November 12, 2024

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Financial Position
June 30, 2024 and June 30, 2023
See Independent Auditors' Report

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 397,560	$ 347,404
Restricted Cash and Cash Equivalents	18,931	73,044
Certificates of Deposit, Short-Term	310,300	218,264
Grants Receivable	2,304,957	2,471,765
Prepaid Expenses	27,436	27,226
Total Current Assets	3,059,184	3,137,703
PROPERTY AND EQUIPMENT		
Equipment	14,654	14,654
Leasehold Improvements	61,072	61,072
	75,726	75,726
Less Accumulated Depreciation	(49,132)	(42,061)
Total Property and Equipment, Net	26,594	33,665
OTHER ASSETS		
Long-Term Investments	489,681	432,178
Certificates of Deposit, Long-Term	206,585	204,166
Operating Lease Right of Use Asset	358,559	456,259
Finance Lease Right of Use Asset	4,605	8,068
Security Deposit	6,213	6,213
Total Other Assets	1,065,643	1,106,884
Total Assets	$ 4,151,421	$ 4,278,252
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Grants and Accounts Payable	$ 1,932,525	$ 2,058,023
Accrued Expenses	100,956	94,245
Operating Lease Liability, Current Portion	110,223	106,546
Finance Lease Liability, Current Portion	3,776	3,776
Total Current Liabilities	2,147,480	2,262,590
LONG-TERM LIABILITIES		
Operating Lease Liability, Less Current Portion	264,697	349,713
Finance Lease Liability, Less Current Portion	717	4,292
Total Long-Term Liabilities	265,414	354,005
NET ASSETS		
Without Donor Restrictions	1,719,596	1,588,613
With Donor Restrictions	18,931	73,044
Total Net Assets	1,738,527	1,661,657
Total Liabilities and Net Assets	$ 4,151,421	$ 4,278,252

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Activities and Changes in Net Assets
Year Ended June 30, 2024, With Comparative Totals for Year Ended June 30, 2023
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2024	2023
CONTRIBUTIONS AND SUPPORT				
Grant Revenue	$ 10,850,708	$ 16,900	$ 10,867,608	$ 11,312,301
Contributions	212,880	-	212,880	189,821
Donated Services	7,264	-	7,264	29,648
Interest Income	13,677	-	13,677	4,880
Member Dues	12,000	-	12,000	12,000
Miscellaneous Income	-	-	-	144
Total Contributions and Support	11,096,529	16,900	11,113,429	11,548,794
Net Assets Released from Donor Imposed Restrictions	71,013	(71,013)	-	-
EXPENSES				
Program Services	10,958,511	-	10,958,511	11,334,314
Management and General	77,414	-	77,414	81,833
Fundraising	58,138	-	58,138	51,432
Total Expenses	11,094,063	-	11,094,063	11,467,579
INCREASE (DECREASE) IN OPERATING NET ASSETS	73,479	(54,113)	19,366	81,215
NONOPERATING GAINS				
Investment Dividends	9,174	-	9,174	7,339
Unrealized and Realized Gains	50,125	-	50,125	34,222
Investment Fees	(1,795)	-	(1,795)	(1,978)
Net Nonoperating Gains	57,504	-	57,504	39,583
INCREASE (DECREASE) IN NET ASSETS	130,983	(54,113)	76,870	120,798
NET ASSETS AT BEGINNING OF YEAR	1,588,613	73,044	1,661,657	1,540,859
NET ASSETS AT END OF YEAR	$ 1,719,596	$ 18,931	$ 1,738,527	$ 1,661,657

New Hampshire Coalition Against Domestic and Sexual Violence
Statement of Functional Expenses
Year Ended June 30, 2024
With Comparative Totals for Year Ended June 30, 2023
See Independent Auditors' Report

	Program Services	Management & General	Fundraising	Total 2024	Total 2023
Salaries	$ 1,105,072	$ 47,453	$ 33,790	$ 1,186,315	$ 1,285,773
Payroll taxes	82,272	3,531	2,472	88,275	96,380
Health and Dental Insurance	149,655	6,498	6,292	162,445	156,035
Other Employee Benefits	34,756	1,448	-	36,204	32,473
Professional Services	58,220	2,426	-	60,646	81,924
Contract/Grant Services	8,766,008	-	-	8,766,008	8,911,330
Survivor Grants	77,500	-	-	77,500	90,225
Rental Assistance	129,048	-	-	129,048	225,027
Memberships	9,640	402	-	10,042	7,358
Publications	2,252	94	-	2,346	2,055
Advertising/Public Awareness	8,288	387	995	9,670	3,228
Copying	3,964	165	-	4,129	4,181
Office Supplies	30,579	1,412	3,311	35,302	39,155
Postage	2,015	103	459	2,577	3,132
Printing	888	123	2,058	3,069	3,517
File storage management	-	-	-	-	791
Maintenance & Repair	21,802	908	-	22,710	32,743
Rent Expense	102,284	4,262	-	106,546	103,011
Insurance	14,750	615	-	15,365	14,227
Staff Development	45,975	1,916	-	47,891	31,591
Travel	27,548	1,153	116	28,817	33,029
Telephone	58,309	2,430	-	60,739	62,930
Technology	111,460	-	-	111,460	145,069
Miscellaneous Expense	3,480	505	8,645	12,630	28,168
AVAP Member Training/Education	-	-	-	-	8,368
Direct Training	30,439	-	-	30,439	22,340
Community Education	44,306	-	-	44,306	19,352
Depreciation Expense	6,787	283	-	7,070	8,510
Change in Operating Asset/Liability	15,708	654	-	16,362	-
Accounting Fees	15,506	646	-	16,152	15,657
Total Expenses	**$ 10,958,511**	**$ 77,414**	**$ 58,138**	**$ 11,094,063**	**$ 11,467,579**

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Cash Flows
Years Ended June 30, 2024 and 2023
See Independent Auditors' Report

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	$ 76,870	$ 120,798
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	7,070	8,510
Net (Gain) Loss on Investments	(57,504)	(39,583)
Net Change in Operating Asset/Liability	16,362	-
(Increase) Decrease in Operating Assets:		
Grants Receivable	166,808	(210,652)
Prepaid Expenses	(210)	(2,217)
Increase (Decrease) in Operating Liabilities:		
Grants and Accounts Payable	(125,498)	327,506
Accrued Expenses	6,711	2,604
NET CASH PROVIDED BY OPERATING ACTIVITES	90,609	206,966
CASH FLOWS FROM INVESTING ACTIVITIES		
Net (Purchase) Maturity of Certificates of Deposit	(94,454)	(251,294)
NET CASH USED BY INVESTING ACTIVITIES	(94,454)	(251,294)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net amortization, payments on finance lease	(112)	-
NET CASH USED BY FINANCING ACTIVITES	(112)	-
NET DECREASE IN CASH AND CASH EQUIVALENTS	(3,957)	(44,328)
CASH AND CASH EQUIVALENTS, AT BEGINNING OF YEAR	420,448	464,776
CASH AND CASH EQUIVALENTS, AT END OF YEAR	$ 416,491	$ 420,448
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Donated Services	$ 7,264	$ 29,648

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Coalition is a private, non-profit, tax-exempt organization committed to ending domestic and sexual violence. The Coalition serves as a coordinating organization for its 12-member agency crisis centers that in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking. Eleven of the Coalition's member agencies are autonomous, private, non-profit organizations with their own mission, structure, and board of directors; one is a university-based program. The Coalition receives 98% of its funding from federal and state agencies and less than 2% from private fundraising.

The Vision of the Coalition is:

All New Hampshire communities provide safety for every person.

The Mission of the Coalition is:

The New Hampshire Coalition Against Domestic & Sexual Violence creates safe, just, and equitable communities through advocacy, education, and empowerment of anyone affected by domestic and sexual violence, stalking, child abuse, and human trafficking.

This mission is accomplished by the Coalition, which includes 12 independent community-based member programs, a Board of Directors and a central staff working together to:

- Influence public policy on the local, state and national levels;
- Ensure that quality services are provided to victims;
- Promote the accountability of societal systems and communities for their responses to sexual violence, domestic violence, stalking, child abuse, and human trafficking;
- Prevent violence and abuse before they occur.

To elaborate on the above mission and vision statements, the Coalition supports member agency staff with specialized training, resources and technical assistance; convenes member agency staff to facilitate shared learning and peer support; and collects and disseminates best practices and current information. The Coalition supports the development of new services and serves as a statewide clearinghouse and coordinating organization related to victim services. It administers state and federal contracts that provide funding for its member programs.

Coalition staff provide education and training to court and law enforcement officials and attorneys, and collaborate with legal assistance organizations that provide lawyers for survivors and their families. Coalition staff work to promote cross-system collaboration with child protective services and child advocacy centers to assure safety for children exposed to or who have experienced domestic and sexual violence, and for their parents. Coalition staff participate on numerous statewide boards and commissions to advocate for effective responses to victims.

The Coalition's Public Affairs staff work closely with other advocacy groups, legislators and survivors to draft legislation, organize testimony, and advocate for policy changes throughout the legislative session. The Coalition either takes an active role in or tracks close to 150 bills each legislative session. These bills address a wide range of issues including domestic and sexual violence; stalking; family law; divorce and child custody/visitation/support; reproductive rights; law enforcement and courts; privacy and personal information; healthcare; and economic justice.

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Nature of Activities (Continued)

Coalition staff also provide resources and sources for responsible news media and reporting. Coalition staff create and distribute statewide communications materials to raise awareness about sexual assault, domestic violence, prevention and services available to victims.

The Coalition plays a key leadership role in efforts to prevent domestic and sexual violence throughout New Hampshire. Coalition staff collaborate with state and local entities to support policies and practices to advance effective prevention education. Coalition staff are proactive in educating the public about the causes and effects of domestic and sexual violence and stalking and as well as services available across the state. The Coalition has sponsored research on the prevalence of violence in New Hampshire.

The Coalition also manages several specific programs to assist its member crisis centers and the public. The following are three distinct programs that directly affect survivors of domestic violence, sexual violence and stalking:

AmeriCorps Victim Assistance Program (AVAP)

The AmeriCorps Victim Assistance Program (AVAP) has been a flagship program of the Coalition since 1994 and a valuable pathway for new advocates to join the New Hampshire victim services community. Throughout its 29 years, the program has provided invaluable service to victims of sexual assault and domestic violence in New Hampshire. AVAP members have assisted over 46,000 victims and survivors, and the program has provided robust training and valuable professional experiences for over 500 members through its focus on victim-centered, trauma-informed advocacy.

Over the past decade, however, membership has steadily declined each year. While members have continued to provide resoundingly positive feedback about their experiences in the program and the meaningful impact it has had on their career development, AVAP has sadly become unsustainable for the Coalition to operate with only a few members. Ahead of the upcoming 2023-24 service year, the Leadership Team here at the Coalition made the difficult decision to discontinue the program.

Sexual Assault Nurse Examiner (SANE) Program

A Sexual Assault Nurse Examiner (SANE) is a Registered Nurse who has been specially trained to provide comprehensive care to sexual assault survivors, who demonstrates competency in conducting medical/forensic examinations and who has the ability to be a witness in a sexual assault prosecution. Coalition staff are responsible for training and working with registered SANEs and medical professionals across the state to ensure that sexual assault victims receive consistent and professional care during forensic exams.

Housing and Economic Justice Program

The Coalition's Housing and Economic Justice Program aims to support the 12 member programs with implementation and technical assistance of our HUD-funded Rapid Rehousing program, Housing First Program, and the Allstate Economic Justice and Matched Savings Program. The Housing and Economic Justice Manager (HEJM) helps support advocates on the ground who provide housing and economic justice services to survivors through training, identifying community resources, and supporting best practices in grant administration and management. The HEJM oversees the approval of funding requests and manages the completion of matched savings requests for survivors receiving financial literacy services at our member programs.

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Nature of Activities (Continued)

The Family Violence Prevention Specialist Program

Research shows a high correlation (40-60%) between the perpetration of domestic violence and the perpetration of child abuse and neglect in the same family. The Family Violence Prevention Specialist Program was built on the principle that abused and neglected children are best served when they can remain in a safe household with a non-violent parent.

The Family Violence Prevention Specialist program began in 1998 as a coordinated effort between the Coalition and the Division for Children, Youth, and Families (DCYF). Family Violence Prevention Specialists (FVPSs) are employed by local member agencies of the Coalition, and are co-located at local DCYF District Offices. The FVPSs are a source of assistance and training to child protective service workers while providing advocacy services to victims of domestic violence involved with DCYF. This program results in more effective assistance to victims through the development of interventions that recognize the adult victim's need for support and advocacy in order to improve safety outcomes for children.

Human Trafficking Program

The Coalition leads and coordinates the NH Human Trafficking Collaborative Task Force and is the primary point of contact for Task Force Members, Crisis Center Advocates, allied professionals, and community members with questions or concerns about trafficking. The Coalition's Program Director and Program Specialist ensure that professionals around the state are connected to one another and able to work collaboratively and are supported with trainings and resources they need to identify human trafficking, provide comprehensive victim services, and prosecute offenders.

Human trafficking impacts people of all backgrounds and has been identified in all of New Hampshire's 10 counties. Traffickers utilize power and control to exploit their victims, and the effects can be highly traumatic and difficult to address, particularly when it isn't always easy for even the victim themselves to identify that what they are experiencing is actually trafficking.

Areas of focus for the Coalition's human trafficking team:

- Provide training and technical assistance to crisis center advocates who provide direct services to trafficking victims
- Sustain and enhance the multidisciplinary Task Force as a platform for both collaboration and communication.
- Provide trainings for professionals and community members
- Facilitate connections between victim services, law enforcement, and other service providers
- Raise community awareness of the dynamics of trafficking
- Advocate for appropriate policy and legislative changes where necessary

Significant Accounting Policies

The financial statements of the Coalition have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Coalition, and the Coalition's conformity with such principles, are described below. These disclosures are an integral part of the Coalition's financial statements.

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Basis of Presentation

The Coalition reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net assets with donor restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished.

Basis of Accounting

The financial statements of the Coalition have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

Grants Receivable and Promises to Give

Contributions are recognized when the donor makes a promise to give to the Coalition that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Contributed Services

During the Years Ended June 30, 2024 and 2023, the value of contributed services relating to professional services were $7,264 and $29,648, respectively. All contributed services were considered without donor restriction and were valued at fair-market-value.

In addition, many individuals volunteer their time and perform a variety of tasks that assist the Coalition; these amounts have not been recognized in the accompanying statement of activities because the criteria for recognition as contributed services has not been met.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Compensated Absences

Employees of the Coalition are entitled to paid vacation depending on job classification, length of services, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of June 30, 2024 and 2023 in the amounts of $78,747 and $70,695, respectively.

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Property and Equipment

It is the Coalition's policy to capitalize property and equipment over $2,500 and all expenditures for repairs, maintenance, renewals and betterments that prolong the useful lives of assets. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as contributions without donor restriction unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Coalition reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Coalition reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Property and equipment are depreciated using the straight-line method. The ranges of useful lives are as follows:

Improvements	39 Years
Equipment	3-7 Years

Depreciation expense recorded by the Coalition for the Years Ended June 30, 2024 and 2023 was $7,070 and $8,510, respectively.

Income taxes

The Coalition has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Coalition is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Coalition are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Coalition follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Coalition considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. The following table provides a reconciliation of cash and cash equivalents reported within the statement of financial position to the sum of the corresponding amounts within the statement of cash flows as of June 30:

	2024	2023
Cash and Cash Equivalents	$397,560	$347,404
Restricted Cash and Cash Equivalents	18,931	73,044
Total	$416,491	$420,448

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Certificates of Deposit

Certificates of deposit are reported on the accompanying statement of financial position. The certificates bear interest ranging from 1.00% to 4.91% as of June 30, 2024. Maturities range from two months to one and a half years.

Segregation of Accounts

Under Title 1, New Hampshire, The State and Its Government, Chapter 15 Lobbyist Section 15:1-a, the Coalition is required to physically and financially separate state funds from any non-state funds that may be used for the purposes of lobbying or attempting to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities. The Coalition has established and maintains a separate bank account for this purpose. The account balances were $31,467 and $31,013 at June 30, 2024 and 2023, respectively.

Concentration of Credit Risk

The Coalition maintains cash and CD balances in accounts at three local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Coalition may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Coalition. At June 30, 2024 and 2023 the Coalition had uninsured cash balances of $426,576 and $336,578, respectively.

Advertising Costs

The Coalition follows the policy of charging the production costs of advertising to expense as incurred. Advertising expense at June 30, 2024 and 2023 was $9,670 and $3,228 respectively.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Coalition's financial statements for the year ended June 30, 2023, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, certificates of deposit, grants receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2024 and 2023, which approximates fair value due to the relatively short maturity of these instruments. Other financial instruments held at year-end are investments, which are stated at fair value.

Subsequent Event

Management has evaluated subsequent events through November 12, 2024, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no other subsequent events matching this criterion occurred during this period.

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Leases

The Coalition recognizes ASU 2016-02, Leases (Topic 842). A lessee is required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily depends on its classification as a finance or operating lease. The ASU requires both types of leases to be recognized on the statement of financial position.

For leases with term of less than twelve months, the Coalition will elect the short-term lease recognition exemption for all applicable classes of underlying assets.

NOTE B – BOARD DESIGNATED NET ASSETS

The Coalition has net assets designated for various future needs. These funds are comprised of the following as of June 30:

	2024	2023
Fund for Grace	$ 54,645	$ 59,932
Operating Reserve	148,665	148,665
	$ 203,310	$ 208,597

NOTE C – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of funds received by the Coalition, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2024 and 2023 respectively, the net assets with donor restrictions are available for the following purpose:

	2024	2023
Human Trafficking Services	$ -	$ 55,575
Economic Support to Survivors	18,931	17,469
Total	$ 18,931	$ 73,044

Net assets in the amount of $71,013 and $48,756 were released from donor restrictions by incurring expenses satisfying the restricted purpose during the years ended June 30, 2024 and 2023, respectively.

NOTE D – PENSION PLAN

The Coalition has a 403(b) savings plan for the benefit of its employees. The plan covers substantially all employees after one year of service. During their budgeting process, the Board of Directors determines the amount to be contributed annually. Employer contributions for the Years Ended June 30, 2024 and 2023 totaled $34,016 and $28,343, respectively.

NOTE E – LINE OF CREDIT

The Coalition has a one-year $150,000 revolving line of credit agreement with Merrimack County Savings Bank. The credit line matures on May 20, 2025 and automatically renews annually. Interest is stated at the Wall Street Journal prime rate plus .5%, which resulted in interest rates of 9.00% and 8.75% as of June 30, 2024 and 2023, respectively. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2024 and 2023.

NOTE F – FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Coalition is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

		Quoted Prices In Active Markets For Identical Assets
2024	Fair Value	(Level 1)
Investments	$ 489,681	$ 489,681
Certificates of Deposit	516,885	516,885
	$1,006,566	$1,006,566
2023		
Investments	$ 432,178	$ 432,178
Certificates of Deposit	422,430	422,430
	$ 854,608	$ 854,608

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions.

NOTE G – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

The Coalition has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Coalition's primary source of support is grants. That support is held for the purpose of supporting the Coalition's budget. The Coalition had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	2024	2023
Cash and Cash Equivalents	$ 416,491	$ 420,448
Certificates of deposit, short-term	310,300	218,264
Grants Receivable, net of Grants Payable	372,432	413,742
Less Amounts:		
With Donor Imposed Restriction	(18,931)	(73,044)
	$1,080,292	$ 979,410

NOTE H – INVESTMENTS

Investments are presented in the financial statements at fair-market value. Investments at June 30, 2024 and 2023 are composed of the following:

	2024		2023	
	Cost	Market	Cost	Market
Equity Mutual Funds	$ 49,289	$ 76,208	$ 52,185	$ 68,789
Mutual Funds	150,081	137,677	138,440	124,569
Money Market	33,750	33,750	33,519	33,519
Exchange traded funds	178,649	242,046	170,824	205,301
Total	$ 411,769	$ 489,681	$ 394,968	$ 432,178

NOTE H – INVESTMENTS, (continued)

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

> Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Coalition has the ability to access at the measurement date.
> Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.
> Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets.

The individual investments contain net assets without donor restrictions. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the statement of financial position date. All other investments are stated at cost. Donated investments are recorded at the mean of the high and low price as of the date of receipt. Gains and losses on investments are reported as increases or decreases in net assets without donor restrictions, unless their use is restricted by explicit donor stipulation or by law.

Spending Policy

Each fiscal year the Coalition is authorized to withdraw up to 5% of the total market value of the total portfolio of the Fund. The amount available to be withdrawn in a fiscal year will be up to 5% of the Fund market value as of the last business day of the fiscal third quarter of the preceding fiscal year. Only with the approval of a majority vote of the Board of Directors, present at a meeting duly called for such purpose, may the Coalition exceed the 5% spending cap.

Investment Return Objectives, Risk Parameters and Strategies

The Coalition Board of Directors is responsible for developing policies that govern investment of the assets of the Coalition. The purpose of the following Investment Policy, which is to be reviewed annually by the Finance Committee of the Coalition are to:

- Establish the investment objectives, policies, guidelines and eligible securities relating to investments owned or controlled by the Coalition through a third-party investment advisor.
- Identify the criteria against which the investment performance of the Coalition's investments will be measured.
- Communicate the objectives to the Board of Directors, investment managers and funding sources that may have involvement.
- Serve as a review document to guide the ongoing oversight of the management of the Coalition's investments.

NOTE I – LEASING ACTIVITIES

Operating Lease

The Coalition entered a ten-year lease agreement for office and parking spaces on March 1, 2018 which expires February 28, 2028. The lease agreement includes 4% annual escalations each year on the anniversary of the lease term for office space. Rent for parking has remained fixed although it can be increased no more than 2% each anniversary. Rent expense related to the lease was $106,546 and $103,011 for the years ended June 30, 2024 and 2023 respectively.

The Coalition has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office and parking assets.

Total right-of-use assets and lease liabilities at June 30, 2024 are as follows:

Lease Assets – Classification in Statement of Financial Position	
Operating Lease Right of Use Asset	$ 358,559
Lease Liabilities – Classification in Statement of Financial Position:	
Operating Lease Liability, Current Portion	110,223
Operating Lease Liability, Long-Term Portion	264,697
Total	$ 374,920

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 4.67

Weighted-average discount rate: 5.20%

The future minimum lease payments on this agreement as of June 30 are:

2025	$ 110,223
2026	114,047
2027	118,023
2028	80,496
Total payments	422,789
Net present value discount	(47,869)
Present Value of lease liabilities	$ 374,920

Finance Lease

The Coalition leases office equipment under a finance lease agreement. The lease is for four-years, expiring October 31, 2025. The annual rent expense is $3,776 per year and is included in office supplies on the statement of activities.

The Coalition has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office equipment.

NOTE I – LEASING ACTIVITIES (Continued)

Total right-of-use assets and lease liabilities at June 30, 2024 are as follows:

Lease Assets – Classification in Statement of Financial Position	
Finance Lease Right of Use Asset	$ 4,605
Lease Liabilities – Classification in Statement of Financial Position:	
Finance Lease Liability, Current Portion	3,776
Finance Lease Liability, Less Current Portion	717
Total	$ 4,493

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years: 2.33

Weighted-average discount rate: 5.20%

The future minimum lease payments on this agreement as of June 30 are:

2025	$ 3,776
2026	1,259
Total payments	5,035
Net present value discount	(542)
Present Value of lease liabilities	$ 4,493

NOTE J – RISKS AND UNCERTAINTIES – COVID-19

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

ROWLEY & ASSOCIATES, P.C.

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MEMBER OF THE PRIVATE
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 12, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Coalition Against Domestic and Sexual Violence's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
November 12, 2024

ROWLEY & ASSOCIATES, P.C.

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
New Hampshire Coalition
Against Domestic and Sexual Violence
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2024. New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, New Hampshire Coalition Against Domestic and Sexual Violence complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of New Hampshire Coalition Against Domestic and Sexual Violence and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to New Hampshire Coalition Against Domestic and Sexual Violence's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on New Hampshire Coalition Against Domestic and Sexual Violence's compliance based on our audit. Reasonable assurance is a high

level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
November 12, 2024

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2024

SECTION I – SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence.

2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor's Report. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of New Hampshire Coalition Against Domestic and Sexual Violence, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for New Hampshire Coalition Against Domestic and Sexual Violence expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as a major program were:

Victims of Crime Act 16.575

8. The threshold for distinguishing Types A and B Programs was: $750,000.

9. The New Hampshire Coalition Against Domestic and Sexual Violence was determined to be a low-risk auditee.

SECTION II – FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

SECTION III – FINDINGS AND QUESTIONED COSTS: FEDERAL AWARD PROGRAMS AUDIT

No matters were reported.

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2024

Program Title	Federal CFDA/ Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Housing and Urban Development:				
Pass-Through Programs from State of NH Department of HHS:				
Continuum of Care Program	14.267	102-500731	129,705	140,998
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			129,705	140,998
U.S. Department of Justice:				
Direct Program - Violence Against Women Act of 2000	16.556		-	317,904
Pass-Through Programs from State of NH Department of Justice:				
VAWA, SASP	16.017	2022SAS01	531,627	541,602
OVC Human Trafficking	16.320			
VOCA, PMC Subcontracts	16.575	2022VOC03	251,928	251,928
VOCA, PMC Subcontracts	16.575	2022VOC04	2,803,547	3,341,376
Subtotal			3,055,475	3,593,304
VAWA, STOP	16.588	2022VAW16	-	134,035
Total Pass-Through Programs			3,587,102	4,268,941
TOTAL U.S. DEPARTMENT OF JUSTICE			3,587,102	4,586,845
U.S. Department of the Treasury				
Pass-Through Programs from State of NH Department of Justice:				
Coronavirus State and Local Fiscal Recovery Funds - Covid-19	21.027	2023ARPVS19	89,364	89,364
TOTAL U.S. DEPARTMENT OF THE TREASURY			89,364	89,364
U.S. Department of Health and Human Services:				
Direct Program - Family Violence Prevention Services Act	93.591		-	337,021
Direct Program - Family Violence Prevention Services Act - Covid-19	93.591		-	95,383
Subtotal			-	432,404
Pass-Through Programs from State of NH Department of HHS:				
Sexual Violence Prevention	93.136	102-500731	200,009	400,409
Family Violence Prevention Services Act	93.671	155510 B001	1,081,784	1,118,831
Family Violence Prevention Services Act - Covid-19	93.671	155510 B001	1,127,900	1,127,900
Subtotal			2,209,684	2,246,731
Total Pass-Through Programs			2,409,693	2,647,140
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			2,409,693	3,079,544
Corporation for National & Community Services:				
Pass-Through from Volunteer NH!				
AmeriCorps Victim Assist Program	94.006		-	25,583
AmeriCorps Victim Assist Program - Covid-19	94.006		-	7,167
TOTAL CORPORATION FOR NATIONAL & COMMUNITY SERVICES			-	32,750
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 6,215,864	$ 7,929,501

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Coalition Against Domestic and Sexual Violence, it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Coalition Against Domestic and Sexual Violence.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. Pass-through entity identifying numbers are presented where available.

NOTE C – SUBRECIPIENTS

The New Hampshire Coalition Against Domestic and Sexual Violence provide federal awards to subrecipients as follows:

Program Title	Federal CFDA/ Assistance Listing #	Amount Provided
Rapid Re-Housing Program	14.267	$ 129,705
Sexual Assault Services Program	16.017	531,627
Victims of Crime Act	16.575	3,055,475
Coronavirus Fiscal Recovery	21.027	89,364
Sexual Violence Prevention	93.136	200,009
Family Violence Prevention Services Act	93.671	2,209,684
		$ 6,215,864

NOTE D – INDIRECT COST RATE

The New Hampshire Coalition Against Domestic and Sexual Violence has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

KEY ADMINISTRATIVE PERSONNEL

Contractor Name: New Hampshire Coalition Against Domestic & Sexual Violence

Name of Program: VAWA STOP

BUDGET PERIOD:	SFY 26			
NAME	**JOB TITLE**	**SALARY**	**PERCENT PAID FROM THIS CONTRACT**	**AMOUNT PAID FROM THIS CONTRACT**
Lyn Schollett	Executive Director	$122,600	15.00%	$18,390
Joi Smith	Program Director	$78,900	50.00%	$39,450
Alyssa Dandrea	Community Relations Specialist	$61,500	20.00%	$12,300
Ryan Howe	Interdisiplinary Response Specialist	$55,000	88.00%	$48,400
			TOTAL SALARIES	**$118,540**

Lyn M. Schollett

CAREER SYNOPSIS

Seasoned sexual assault coalition General Counsel

- In-depth knowledge of anti-rape movement and direct services of rape crisis centers and domestic violence shelters. Provide technical assistance to ICASA member rape crisis programs on legal issues and statewide rape crisis service standards.
- Familiarity with funding opportunities and challenges facing state coalitions, as well as role of coalition as a pass-through organization.
- Coordinate drafting and filing of amicus briefs on issues including statute of limitations and application of the rape shield law. Assist centers' pro bono counsel to protect the privacy of victims' records.

Experienced public policy advocate

- Drafted and successfully advocated for the passage of more than 50 significant policy changes impacting rape victims in Illinois in the past 16 years. Initiatives include expanding the healthcare and privacy rights of victims with disabilities, implementing a strip club tax to fund rape crisis centers, creating a statutory foundation for the state's first pilot SANE programs and implementing criminal consequences and healthcare standards related to drug-facilitated sexual assault.
- Represented the sexual assault community in drafting portions of the 2013 Violence Against Women Act.

Highly skilled communicator

- Train Sexual Assault Nurse Examiners, prosecutors, law enforcement, and judges on topics including sexual violence, criminal and civil procedure, rape crisis center staff as expert witnesses, confidentiality and health care for victims. Mentor sexual assault coalition attorneys throughout the country.
- Skilled at crafting and delivering media messages and advocating with state agency and elected officials.

Accomplished non-profit manager

- Legal counsel to 32-member ICASA board, which utilizes consensus decision-making.
- Through elected leadership positions on local, regional and national governing bodies for Planned Parenthood, actively pursued the sustainability of a national network of women's health centers. Successfully implemented governance reformulation for national board. Spearheaded membership adoption of national core healthcare services for all Planned Parenthood affiliates in the United States.

Efficient and effective manager

- Adept at managing complex projects including strategically conceptualizing the overall structure for a project, supervising diverse groups of individuals, identifying and assigning tasks, setting deadlines and insuring high quality work product.
- Supervise the Sexual Assault Justice Project, one of the fist sexual-assault specific legal clinics in the country.

EMPLOYMENT

2013-Present **NH Coalition Against Domestic & Sexual Violence** Concord, NH

Direct and lead a statewide organization that is a national leader in the movement to end violence against women. Effectively supervise staff in their function to provide funding, training, technical assistance, public policy advocacy, community outreach and development, and forums for resource sharing and networking of the NHCADSV in line with its mission, strategic plan and community needs.

1996 to 2013	**Illinois Coalition Against Sexual Assault** General Counsel for statewide coalition of 32 sexual assault centers. Advise board on governance and non-profit matters. Provide technical assistance to member programs on wide range of legal issues impacting the provision of rape crisis services. Train and advise representatives of the criminal justice system. Represent coalition to elected officials, statewide stakeholders and media.	Springfield, IL
2005 to 2006	**Southern Illinois University School of Medicine** Adjunct Faculty Taught Studies in Medical-Legal Aspects of Obstetrics and Gynecology course to MD/JD joint degree students.	Springfield, IL
1994 to 1996 and summer of 1992	**Sachnoff & Weaver, Ltd.** Associate, Litigation Department Drafted motions and trial briefs and presented appellate oral argument in securities fraud case; defended case-dispositive motions; prepared discovery; defended and took depositions; tried commercial leasing case; drafted articles regarding sexual harassment for client advisory newsletter; investigated and resolved potential conflicts of interest for law firm.	Chicago, IL
1993 to 1994	**The Honorable Harold A. Baker, U.S. District Court, C.D. Ill.** Law Clerk Conducted legal research and drafted bench memoranda in preparation for hearings and trials; drafted legal opinions.	Danville, IL

VOLUNTEER LEADERSHIP

2006 - 2012	**Planned Parenthood Federation of America** Member and Officer, Board of Directors Assumed wide range of volunteer leadership roles for national reproductive health care organization, including strategic planning for service provision, reformulating board governance structure, spearheading membership adoption of core service standards for all affiliates, grassroots leadership development and political advocacy related to women's health. Served as vice chair for three years.	
2008 - 2012	**Planned Parenthood of Illinois** Member, Board of Directors	
1997-2003	**Planned Parenthood, Springfield Area** Member, Board of Directors Engaged in strategic planning, fundraising and direction for reproductive health clinic. Chaired committee to open new self-sustaining clinic. Served as board chair.	
1997 - present	**Springfield Bicycle Club** Volunteer and Board Member. Organize and lead cycling events for riders of all ages and experience levels; advocate for funding and public policies to support safe cycling.	

EDUCATION

J.D., 1993	**Northwestern University School of Law** Juris Doctor	Chicago, IL
B.Ph., 1989	**Miami University** Bachelor of Philosophy in Constitutional Law and Women's Issues	Oxford, OH

Joi Smith

SKILLS SUMMARY:

Highly creative and enthusiastic community builder
Excellent communication and organizational skills
Aptitude for technology and innovation
Activist and passionate participant in the arts community

EMPLOYMENT HISTORY:

NH Coalition Against Domestic & Sexual Violence – *Program Director* **August 2020 – Present**
Concord, NH
Provide leadership and oversight in the development and administration of member services, training, and technical assistance, statewide programs, and other special projects of the NHCADSV in line with its mission, strategic plan, and community needs. Recruit, train and supervise program staff, as they implement and sustain initiatives of the NHCADSV. Oversee training and technical assistance efforts of the NHCADSV. Develop and implement evaluation tools for statewide programs and special projects. Provide high-level management and support to the AmeriCorps Victim Assistance Program (AVAP.) Assist with grant writing in response to federal, state, and private funding opportunities. Serve as liaison to the NHCADSV's 12 member programs by identifying needed resources and training to improve direct service delivery. Serve on statewide committees to assist in developing state protocols and improving multi-disciplinary response to domestic violence, sexual violence, stalking, and human trafficking.

HAVEN – *Manager of Client Services* **July 2015 – August 2020**
Portsmouth, NH
Managed HAVEN's domestic and sexual violence client services program and supervised direct service staff. Served as the Agency's AmeriCorps Victim Assistance Program Advocate Coordinator and Internship Coordinator. Developed, organized, and facilitated in-service and ongoing training programs for all direct service staff, interns, and volunteers. Developed and maintained an ongoing effective client services program using best practices for survivors of domestic and sexual violence through a 24 - hour hotline, office walk-ins, and accompaniments to hospitals, police stations, courts, and child advocacy centers. Engaged and maintained collaborative relationships with victim service community partners at the local and state levels.

Sexual Assault Support Services (SASS) **September 2011 – July 2015**
Volunteer Advocate (Sept. 2011 – July 2012) | Night Supervisor (July 2012- Sept.2013) | Client Services Coordinator (Sept. 2013 – July 2015)
Portsmouth, NH
Provided supportive services and referrals to victims and survivors of sexual violence through the 24 - hour hotline, hospital and police accompaniments, and peer support groups. Scheduled and coordinated SASS's 24-hour services coverage. Provided supervision to direct service staff and volunteer advocates. Developed and implemented training and programming for trauma-informed sexual assault/abuse support services.

COMMITTEES & TASK FORCES:

NH Attorney General's Task Force on Child Abuse & Neglect	*2020 - Present*
NH Campus Consortium Against Sexual and Interpersonal Violence	*2020 - Present*
NH Child Fatality Review Committee	*2020 - Present*
NH Human Trafficking Collaborative Task Force	*2017 - Present*
NH Incapacitated & Vulnerable Adult Fatality Review Committee	*2020 - Present*
NH Lethality Assessment Program (LAP) Steering Committee	*2018 - Present*
NH Sexual Assault & Sexual Assault Nurse Examiner (SANE) Advisory Board	*2017 - Present*
NH Task Force on Sexual Misconduct at Institutions of Higher Education	*2020 - Present*
NH Wellness & Primary Prevention Council	*2020- 2022*
Child Advocacy Center of Rockingham County MDT Advisory Board	*2019 - 2020*
Strafford County Child Advocacy Center Advisory Board	*2017 - 2020*
Strafford County Sexual Assault Resource Team (SART)	*2016 - 2020*
Rockingham County Sexual Assault Resource Team (SART)	*2015 - 2020*

Joi Smith

OTHER RELATED EXPERIENCE:

Back Alley Productions - ***Founder/Director/Producer*** **2008 - Present**
A cutting-edge, independent theater company focused on executing a clear, strong vision for quality theater programs, and maintaining inclusivity, integrity, and respect for all involved with each production.

Players' Ring Board of Directors - ***Board Member/Producer Liaison/Marketing Chair*** **2013 – 2019**
Portsmouth, NH
A non-profit, groundbreaking, black box theater whose mission is to provide an environment where artists can thrive, grow, take risks and make daring choices. Responsible for training, coordinating, scheduling, supporting, and mentoring more than 25 production companies throughout the season, as well as planning and executing any fundraising efforts and events for the theater. Manage and develop content for marketing, social media, and bi-weekly newsletters promoting each production and event. Organize and facilitate community volunteer projects aimed at improving the theater space.

V-Day Portsmouth NH/V-Day Rochester NH/One Billion Rising - ***Organizer/Producer/Director*** **2001-2015**
Organized, produced, and directed a yearly theatrical event focused on raising awareness and funds to end violence against women. Organized all aspects of these events, from casting and staging, fundraising and securing donations, and creating marketing content for the promotion of the events. Fostered collaboration with local beneficiaries and other community V-Day organizers to cross-promote causes and events and ensure consistent messaging. Completing required reports and reconciled budgets at the end of each event.

ADDITIONAL SKILLS:

Training & Group Facilitation: Experienced in developing and facilitating ongoing required training for staff, and community partner professionals, and developing and facilitating survivor support groups.
Technology: Proficient in both MAC and PC platforms. Expertise in Microsoft Office programs & Office 365, Adobe Acrobat, Adobe Photoshop, QuickBooks, and online project management and file share systems such as Freedcamp, Basecamp, and Dropbox, as well as Google docs.
Marketing: Additional expertise & aptitude for website design, social media management, and email marketing. Skilled at copywriting, editing, and basic graphic design.

AWARDS & HONORS:

2019 Everyday Hero Award
Granite State Children's Alliance & the Stafford County Child Advocacy Center
2015 Champion for Children
The Child Advocacy Center of Rockingham County
2014 Saving Lives & Creating Futures Award
A Safe Place Portsmouth, NH

Alyssa Dandrea

COMMUNICATIONS EXPERIENCE

New Hampshire Coalition Against Domestic and Sexual Violence, Concord, N.H. (October 2020-present)
Community Relations Specialist: Works as a member of the Public Affairs team to expand the Coalition's grassroots network, produce legislative updates and action alerts. Manages statewide public awareness campaigns and events and is the point person for all media inquiries. Cultivates and nurtures relationships with partners, donors, foundations and volunteers on all aspects of resource development.

Concord Monitor, Concord, N.H. (June 2016-October 2020)
Crime/courts reporter: Reported on criminal and civil cases in central New Hampshire, legislative reform, the state correctional system, campus sexual violence and victims' rights. Conceptualized and executed long-term enterprise projects on incarcerated parents, and the crimes of sexual assault and domestic violence.

The Keene Sentinel, Keene, N.H. (August 2013-June 2016)
Crime/courts reporter: Reported on criminal and civil cases in Cheshire County for print and web-based audiences. Integrated social media into daily work and breaking news coverage.

Monadnock Ledger-Transcript, Peterborough, N.H. (June 2011-August 2013)
Reporter and photographer: Covered breaking news, courts, local government, community events, arts and entertainment stories in Dublin, Jaffrey and Rindge.

AWARDS

New England Newspaper & Press Association

- Publick Occurrences for "Fighting Back" series on domestic violence (2019) and "Unsilenced" series on sexual assault (2017)
- Better Newspapers Competition honored "Fighting Back" (2020); "Unsilenced" and "Parenting from Prison" (2018)

New Hampshire Press Association

- Community Service award for "Fighting Back" (2020)
- Contest awarded courts/crime and spot news reporting at the *Sentinel* (2014-2015); business, education, feature and investigative journalism at the *Ledger-Transcript* (2012-2013); Rookie of the Year (2012)

Franklin Pierce University

- Marlin Fitzwater medallion for contributions to the public discourse (2011)

CONFERENCES

30th Annual Victims' Rights Conference at Baystate Education Center in Holyoke, Mass.; panelist with New Hampshire prosecutor, advocate and school counselor to discuss high-profile St. Paul's School rape case (2019)

New England First Amendment Institute at the headquarters of the New England Newspaper and Press Association in Dedham, Mass.; attendee and presenter (2014-2015)

EDUCATION

Bachelor of Arts, Franklin Pierce University, May 2011
Mass Communication, Minor in History, Concentrations in Journalism and Media Studies
GPA 3.92/4.0

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		**1.2. State Agency Address** 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name New Hampshire Legal Assistance		**1.4. Grantee Address** 117 North State Street Concord, NH 03301	
1.5 Grantee Phone # (603) 206-2226	**1.6. Account Number** 02-20-20-201510-5587-072-500575	**1.7. Completion Date** 12/31/2026	**1.8. Grant Limitation** $45,000
1.9. Grant Officer for State Agency Kathleen Carr		**1.10. State Agency Telephone Number** (603) 271-1234	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Sarah Mattson Dustin, Executive Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Thomas D. Kaempfer		**1.14. Name & Title of State Agency Signor(s)** Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Christen Lavers **Assistant Attorney General, On:** / / 11/6/25			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Initials: gmd
Date: 10/4/25

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized

8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general

12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or,

12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

New Hampshire Legal Assistance as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at http://www.doj.nh.gov/grants-management/civil-rights.htm and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is $650 per day or $81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

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Special Conditions
STOP Violence Against Women Act Formula Grant

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

STOP VAWA funding awards 15JOVW-24-GG-00513-STOP & 15JOVW-25-GG-00045-STOP

7. **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

By accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

8. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform

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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.

9. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget modification or change-of-project-scope to eliminate any inappropriate duplication of funding

10. Requirements related to System for Award Management and unique entity identifiers

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers (UEI) are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

11. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at

https://www.justice.gov/ovw/award-conditions (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

12. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 PM EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

13. Unreasonable restrictions on competition under the award; association with federal government.

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including

reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

15. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

17. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at

https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

18. Effect of failure to address audit issues

The subrecipient understands and agrees that the NHDOJ (and OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the NHDOJ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

19. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ (and OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

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/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficia

ry_Protections.pdf.

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 on the requirements referenced in this condition, see https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

24. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/grant-complaint (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste,

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fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ.

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

30. Availability of general terms and conditions on OVW website

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

31. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and the OVWs implementing regulations at 28 C.F.R. Part 90.

32. Compliance with notice of funding opportunity requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the notice of funding opportunity (NOFO) under which the approved application was submitted, the

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applicable Application Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-andfaqs-grantees). The program NOFO, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

33. VAWA 2013 nondiscrimination condition

The subrecipient agrees to comply with 34 U.S.C. 12291(b)(13) 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 a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

34. Misuse of award funds

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

35. Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

36. Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

37. Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

The subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

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38. Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, 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 notice of funding opportunity or companion guide under which the application was submitted.

39. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

40. Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

41. Performance progress reports and final report submission

The subrecipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The subrecipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on

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each subaward made; and d) such other information as OVW may prescribe.

Subrecipients are required to submit this report after the end of each calendar year but no later than March 15th each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

42. Subrecipient program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs.

In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the subrecipient must provide approval by the end of the project period.

Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

43. Subrecipient product monitoring

The subrecipient agrees to be monitored to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

44. Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

"This project was supported by Subgrant No._____awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

45. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

46. Consultant compensation rates

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

47. Ongoing compliance with statutory certifications

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-center prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

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Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

48. Requirements for subrecipients providing legal assistance

The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subrecipient. The legal assistance eligibility requirements are:

(1) any person providing legal assistance through a program funded under this grant program

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
(B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim
service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

49. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

50. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

The subrecipient agrees that grant funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

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EXHIBIT A

Special Conditions
STOP Violence Against Women Act Formula Grant

51. Limitation on use of funds for activities addressing human trafficking

The subrecipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

STOP VAWA award 15JOVW-25-GG-00045-STOP only

52. Federal civil rights and nondiscrimination laws (certification)

The subrecipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

53. Terms and conditions subject to court ordered stay

Award condition 50 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the subrecipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2025 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.

4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

5. All correspondence and submittals shall be directed to:
   NH Department of Justice
   Grants Management Unit
   1 Granite Place, South
   Concord, NH 03301
   (603) 271-8091or travis.n.teeboom@doj.nh.gov

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EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

   3a. The Subrecipient shall be awarded an amount not to exceed $45,000 of the total Grant Limitation from Governor and Council approval or 1/1/2026, whichever is later, to 12/31/2026, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

   3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2026, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, Sarah Mattson Dustin [*responsible official*], certify that the New Hampshire Legal Assistance [Sub*recipient*] has completed the EEO reporting tool certification within the last two years at: **https://ojp.gov/about/ocr/faq_eeop.htm** on April 5, 2024 [*date*]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

Sarah Mattson Dustin [*official that completed training*] has completed the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on: June 24, 2025 [*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that the New Hampshire Legal Assistance [*Subrecipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination-based complaints from employees and program beneficiaries and that policy/procedure must be made publicly available to program beneficiaries or prospective beneficiaries.

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EXHIBIT D

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

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c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

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EXHIBIT D

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Sarah Mattson Dustin	Executive Director
Name of Authorized Signor	Title of Authorized Signor
Signature	10/2/25
	Date

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EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The New Hampshire Legal Assistance (Subrecipient) certifies that any funds awarded through **grant number 2026VAW17** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The New Hampshire Legal Assistance (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: Sarah Mattson Dustin, Executive Director

Signature: _____ Date 10/2/25

Initials: SMD
Date: 10/2/25

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING
As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

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(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:
A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will —

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Sarah Mattson Dustin
Name of Authorized Signor

Executive Director
Title of Authorized Signor

Signature

10/2/25
Date

New Hampshire Legal Assistance, 117 North State Street, Concord, NH 03301
Name and Address of Agency

Initials: SMD
Date: 10/2/25

EXHIBIT G

Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (SAM #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Initials: SM
Date: 10/4/25

EXHIBIT G
Certification

Sarah Mattson Dustin	Executive Director
Name of Authorized Signor	Title of Authorized Signor
Signature	10/2/25 Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity ID (SAM) number for your entity is: F6YXETEA4DM5

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_X_ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

5. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Initials: SMD
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EXHIBIT G
Certification

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Initials: GM
Date: 10/2/25

EXHIBIT H

U.S. Department of Justice
Office on Violence Against Women

Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (34 U.S.C. 12291(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) **In general**
In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) **Nondisclosure**
Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—
(i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
(ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

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If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) **Release**
If release of information described in subparagraph (B) is compelled by statutory or court mandate—
(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) **Information sharing**
(i) Grantees and subgrantees may share—
(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
(ii) In no circumstances may—
(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) **Statutorily mandated reports of abuse or neglect**
Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) **Oversight**
Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) **Confidentiality assessment and assurances**
Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

(H) **Death of the party whose privacy had been protected**
In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

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information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

(i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.

(ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.

(iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.

(iv) The information released is limited to that which is necessary for the purposes of the fatality review.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Sarah Mattson Dustin	Executive Director
Typed Name of Authorized Representative	Title

Telephone Number (603) 206-2226

[signature]	10/2/25
Signature of Authorized Representative	Date Signed

New Hampshire Legal Assistance

Agency Name

Initials: SMD
Date: 10/2/25

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 NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63969**

Certificate Number: **0007142068**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Courtney Herz, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Legal Assistance.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 13, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sarah Mattson Dustin, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Legal Assistance to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/1/25

Signature of Elected Officer
Name: Courtney Herz
Title: Secretary

Rev. 03/24/20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2025

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).

PRODUCER	CONTACT NAME: Maura King	
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: manch.certs@crossagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
New Hampshire Legal Assistance, Inc. 117 N. State Street Concord NH 03301	INSURER A : Chubb National Ins Co	10052
	INSURER B : Chubb Ins Co	078406
	INSURER C : Federal Ins Co	20281
	INSURER D : ACE American Ins Co	22667
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 All Lines w/Cyber **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			D02331044	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ Included $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73643440	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			56722988	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71835643 (3a.) NH & NY	07/01/2025	07/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability			D02331226	07/01/2025	07/01/2026	Each claim Aggregate Deductible per claim	1,000,000 1,000,000 5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

New Hampshire Department of Justice
1 Granite Place South
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maura L. King

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NONPROFIT COVER SHEET

A. Entity Name: New Hampshire Legal Assistance

B. Entity's Contact Information for Records Requests (e.g., resumes of key personnel; audited financial statements):

117 North State Street, Concord, NH 03301
1 (603) 206-2226

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in Parentheses) E.g., John Doe (President)	Affiliations
Hilary Alvarez	Concord Family Medicine
Ophelia Burnett	American Friends Service Committee
Elizabeth Bushnell	Community Bridges
Joe Caristi	Speare Memorial Hospital
Lauren Snow Chadwick	National Education Association
Steven Dignard	Retired
Catherine Flinchbaugh	Formerly of NH Public Defender
Claire H. Gagnon	Boys & Girls Clubs of Central and Northern NH
Courtney Herz (Secretary)	Sheehan Phinney
Douglas P. Hill	Retired
Hilary Holmes Rheaume	Bernstein Shur
Anne Jenness (Chair)	Dartmouth Health
Nicole MacDonald	Reality One Group Next Level
Jaqueline Martineau	Baker Newman, Noyes
Abbygale Martinen Dow	Sheehan Phinney
Craig McMahon	Law Office of Graig McHahon PLLC
Sindiso Mnisi Weeks (Vice Chair)	University of Mass-Boston
Matthew Streeter (Treasurer)	N. Country Health, Inc.
Erin Vanden Borre	Orr & Reno, PA

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or maybe attached)**:**

Name	Role	Annual Salary	Amount Paid From This Contract
Jessica Erazo	Project Director and Attorney	$85,663	$3,427
TBD	Multiple Project Attorney and Paralegals	Varies	$20,171

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

[X] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

[ ] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

_____

_____

_____

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

[X] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

[ ] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

[ ] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf

FINANCIAL DISCLOSURES

G. Check one the following:

[X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**

[ ] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

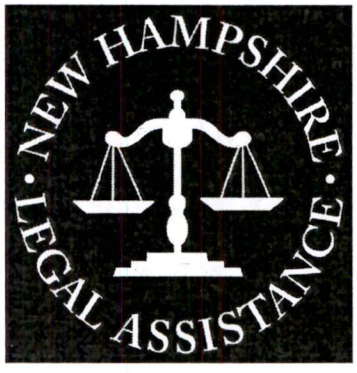
[ ] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

Revenue		Expenses	
Grants	$	*Compensation of officers, directors, and key personnel*	$
Donations	$		
Program Services Revenue	$	*Other salaries & wages*	$
Interest & Dividends	$	*Payroll taxes & employee benefits*	$
All other Revenue	$	*Occupancy, rent, utilities, and insurance*	$
Total Revenue	$	*Printing, publications, postage, office supplies, and IT*	$
		All other expenses	$
		Total Expenses	$

2. BALANCE SHEET

Assets		Liabilities	
Cash & Equivalents	$	*Accounts Payable*	$
Investments	$	*Loans Payable*	$
Real Estate (less any depreciation)	$	*All other liabilities*	$
		Total Liabilities	$
Other Property & Equipment (less any depreciation)	$		
Pledges, grants, accounts receivable	$		
All other assets	$		
Total Assets	$		



NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2024 and 2023

and

Independent Auditor's Report

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Schedule of Findings and Questioned Costs

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
FINANCIAL STATEMENTS
December 31, 2024 and 2023

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of New Hampshire Legal Assistance, Inc. as of December 31, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Legal Assistance, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Legal Assistance, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Legal Assistance, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying combining statements of financial position and activities are presented for purposes of additional analysis and are not a required part of the financial statements. Additionally, the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements

themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements of financial position and activities and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 4, 2025 on our consideration of New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering New Hampshire Legal Assistance, Inc.'s internal control over financial reporting and compliance.

Vashon Clukay & Company PC

Manchester, New Hampshire
April 4, 2025

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Financial Position
December 31, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	$ 1,828,562	$ 1,012,818
Cash, restricted	14,168	42,945
Investments	1,640,230	1,406,582
Grants and contracts receivable	2,224,518	2,298,149
Contributions receivable, net	38,439	113,189
Prepaid expenses	19,847	14,326
Security deposits	14,925	13,925
TOTAL CURRENT ASSETS	5,780,689	4,901,934
NONCURRENT ASSETS:		
Right-of-use assets	784,465	846,089
Property and equipment, net	235,675	269,837
TOTAL NONCURRENT ASSETS	1,020,140	1,115,926
TOTAL ASSETS	$ 6,800,829	$ 6,017,860
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 226,764	$ 173,750
Accrued expenses	362,423	318,813
Deposits held for others	14,168	42,945
Current portion of lease liability	181,901	156,449
TOTAL CURRENT LIABILITIES	785,256	691,957
NONCURRENT LIABILITIES:		
Lease liability	602,564	689,640
TOTAL NONCURRENT LIABILITIES	602,564	689,640
TOTAL LIABILITIES	1,387,820	1,381,597
NET ASSETS:		
Without donor restrictions:		
Undesignated	1,651,543	2,087,684
Board designated operating reserve	1,525,000	700,000
With donor restrictions	2,236,466	1,848,579
TOTAL NET ASSETS	5,413,009	4,636,263
TOTAL LIABILITIES AND NET ASSETS	$ 6,800,829	$ 6,017,860

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2024 and 2023

	2024	2023
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	$ 502,831	$ 430,500
Government grants and contracts	2,934,618	3,087,982
United Ways	-	1,554
Contributions - Foundations and Other	260,958	180,566
Contributions - Campaign for Legal Services	605,749	511,493
Contributions - Nonfinancial assets	45,494	56,352
Case revenue	50,196	33,619
Miscellaneous	151,361	91,608
Investment income (loss)	107,368	87,617
Net assets released from donor restrictions	1,770,277	1,735,358
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	6,428,852	6,216,649
EXPENSES:		
Program services:		
Domestic violence project	1,723,348	1,003,654
Housing justice project	1,068,549	1,421,205
Justice in aging project	623,328	430,298
Public benefits	413,215	426,543
Immigrant justice project	287,533	289,420
Youth law project	220,149	176,723
Other civil legal services	418,973	855,078
Total program services	4,755,095	4,602,921
Supporting services:		
Fund raising	204,261	209,732
Management and general	896,238	859,736
Unallocated payments to other local nonprofit organizations	184,399	143,408
Total supporting services	1,284,898	1,212,876
TOTAL EXPENSES	6,039,993	5,815,797
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	388,859	400,852
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
New Hampshire Bar Foundation - IOLTA	359,169	307,500
Government grants and contracts	1,125,000	1,125,000
Contributions - Foundations and Other	673,995	285,266
Net assets released from donor restrictions	(1,770,277)	(1,735,358)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	387,887	(17,592)
CHANGE IN NET ASSETS	776,746	383,260
NET ASSETS - January 1	4,636,263	4,253,003
NET ASSETS - December 31	$ 5,413,009	$ 4,636,263

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statement of Functional Expenses
For the Year Ended December 31, 2024

	Program Services								Supporting Services				
	Domestic Violence Project	Housing Justice Project	Justice in Aging Project	Benefits Project	Immigrant Justice Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Other	Total	Combined Total
Salaries	$ 1,096,679	$ 689,776	$ 359,533	$ 280,544	$ 179,000	$ 141,919	$ 234,480	$ 2,981,931	$ 100,478	$ 585,254		$ 685,732	$ 3,667,663
Payroll taxes	81,895	51,901	27,052	21,109	13,469	10,678	17,643	223,747	6,872	44,626		51,498	275,245
Employee benefits	186,055	117,913	61,460	47,957	30,599	24,260	40,084	508,328	17,498	111,767		129,265	637,593
Space and occupancy	65,594	41,416	21,585	16,843	10,747	8,520	30,600	195,305		57,309		57,309	252,614
Communications	7,704	4,883	2,545	1,986	1,267	1,005	1,671	21,061		3,828		3,828	24,889
Office supplies and expenses	10,101	6,711	3,710	2,211	1,907	3,385	4,077	32,102	23,331	5,236		28,567	60,669
Library	13,083	6,875	3,477	3,390	3,207	1,373	17,973	49,378					49,378
Contracted services	113,216	85,771	75,894	26,880	29,229	23,498	45,500	399,988	27,113	46,518		73,631	473,619
Litigation costs	2,341	4,815	1,021	444	7,472	22	1,045	17,160					17,160
Training and meetings	8,765	8,493	2,427	1,481	1,541	553	7,718	30,978	1,276	4,993		6,269	37,247
Dues and fees	5,776	3,433	2,350	1,396	1,802	706	6,767	22,230	5	3,587		3,592	25,822
Insurance	8,215	5,766	2,714	2,118	1,351	1,071	1,770	23,005		18,101		18,101	41,106
Equipment rental and maintenance	1,501	951	496	387	247	196	323	4,101		540		540	4,641
Postage	2,745	1,779	906	707	451	358	591	7,537		902		902	8,439
Sub-grants	50,144	16,667	49,000					115,811					115,811
Travel	46,127	12,117	4,231	2,005	2,846	704	1,917	69,947	1,174	1,447		2,621	72,568
Distributions to campaign partners											$ 184,399	184,399	184,399
Fundraising events									21,730			21,730	21,730
Other expenses	9,320	354	274	126	81	64	1,090	11,309	4,784	4,321		9,105	20,414
Depreciation	14,087	8,928	4,653	3,631	2,317	1,837	5,724	41,177		7,809		7,809	48,986
Total Functional Expenses	$ 1,723,348	$ 1,068,549	$ 623,328	$ 413,215	$ 287,533	$ 220,149	$ 418,973	$ 4,755,095	$ 204,261	$ 896,238	$ 184,399	$ 1,284,898	$ 6,039,993

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statement of Functional Expenses
For the Year Ended December 31, 2023

	Program Services								Supporting Services				
	Domestic Violence Project	Housing Justice Project	Justice in Aging Project	Benefits Project	Immigrant Justice Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General	Other	Total	Combined Total
Salaries	$ 614,225	$ 852,534	$ 241,029	$ 282,416	$ 167,329	$ 115,222	$ 575,431	$ 2,848,186	$ 115,867	$ 568,207		$ 684,074	$ 3,532,260
Payroll taxes	47,702	66,209	18,719	21,933	12,995	8,948	44,689	221,195	8,177	44,457		52,634	273,829
Employee benefits	103,456	143,595	40,597	47,568	28,184	19,407	96,922	479,729	22,320	98,139		120,459	600,188
Space and occupancy	40,426	56,113	15,864	18,588	11,013	7,584	37,873	187,461		53,648		53,648	241,109
Communications	5,722	7,897	2,233	2,616	1,550	1,067	5,330	26,415		4,415		4,415	30,830
Office supplies and expenses	7,032	16,747	2,762	2,910	1,752	3,367	5,930	40,500	17,696	5,728		23,424	63,924
Library	12,378	13,570	3,865	5,299	2,663	1,834	9,159	48,768		55		55	48,823
Contracted services	69,851	87,381	23,258	29,579	41,092	11,152	52,688	315,001	6,614	43,674		50,288	365,289
Litigation costs	4,514	7,041	1,395	2,223	9,061	2,229	4,769	31,232					31,232
Training and meetings	4,072	18,129	2,926	1,085	5,369	590	1,418	33,589	3,298	3,976		7,274	40,863
Dues and fees	5,131	7,751	2,187	2,076	1,565	847	4,231	23,788		1,581		1,581	25,369
Insurance	4,750	7,933	1,864	2,495	1,294	891	4,450	23,677		12,692		12,692	36,369
Equipment rental and maintenance	929	1,289	364	427	253	174	870	4,306		866		866	5,172
Postage	1,760	2,453	691	809	548	330	1,649	8,240		964		964	9,204
Sub-grants	42,255	102,292	65,400					209,947					209,947
Travel	26,412	18,350	3,592	2,570	2,413	1,470	1,623	56,430	699	1,139		1,838	58,268
Distributions to campaign partners											$ 143,408	143,408	143,408
Fundraising events									31,306			31,306	31,306
Other expenses	5,131	945	449	313	185	128	638	7,789	3,755	12,863		16,618	24,407
Depreciation	7,908	10,976	3,103	3,636	2,154	1,483	7,408	36,668		7,332		7,332	44,000
Total Functional Expenses	$ 1,003,654	$ 1,421,205	$ 430,298	$ 426,543	$ 289,420	$ 176,723	$ 855,078	$ 4,602,921	$ 209,732	$ 859,736	$ 143,408	$ 1,212,876	$ 5,815,797

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 776,746	$ 383,260
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	48,986	44,000
Net change in carrying amount of right-of-use assets	61,624	(119,828)
Unrealized (gains) losses in investments	(9,424)	(42,170)
Net effect of changes in:		
Grants and contracts receivable	73,631	(375,899)
Contributions receivable, net	74,750	(68,845)
Prepaid expenses	(5,521)	56,605
Security deposits	(1,000)	-
Accounts payable	53,014	73,583
Accrued expenses	43,610	(159,651)
Deposits held for others	(28,777)	27,944
Refundable advances	-	(19,516)
Lease liability	(61,624)	119,828
Net cash provided (used) by operating activities	1,026,015	(80,689)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(14,824)	(65,106)
Sale of investments	399,880	
Purchase of investments	(624,104)	(599,214)
Net cash provided (used) in investing activities	(239,048)	(664,320)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net cash provided (used) for financing activities	-	-
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	786,967	(745,009)
CASH AND EQUIVALENTS - January 1	1,055,763	1,800,772
CASH AND EQUIVALENTS - December 31	$ 1,842,730	$ 1,055,763
Non-Cash Supplemental Disclosures:		
In-kind donations received	$ 45,494	$ 56,352
In-kind expenses	$ (45,494)	$ (56,352)
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 83,554	$ 274,938
Supplemental Disclosure of Cash Flow Information:		
Operating cash outflows from operating leases	$ (197,764)	$ (194,764)

See notes to financial statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. (NHLA) is a non-profit organization incorporated in 1971. NHLA provides civil legal aid, working alongside clients who have low income and need help with legal problems impacting basic human needs. Services range from basic legal information, to personalized legal advice, to representation in all of New Hampshire's courts and before many local, state, and federal administrative agencies. NHLA offers the following program services.

Domestic Violence Advocacy Project

The Domestic Violence Advocacy Project (DVAP) provides holistic civil legal services to victims and survivors of domestic violence, stalking, human trafficking, and sexual assault. DVAP advocates primarily represent victims and survivors seeking protective orders and related family law relief (such as divorce and parenting rights).

Housing Justice Project and Other Housing Work

The Housing Justice Project (HJP) focuses on preventing homelessness by working alongside clients to preserve their housing or access to safe and affordable housing options. The HJP handles evictions and other cases involving Section 8 vouchers and federally assisted housing, property taxes, mobile home parks, and dangerous housing conditions (such as childhood lead poisoning). Through the Fair Housing Project, NHLA investigates complaints of housing discrimination and represents people who are victims of housing discrimination. NHLA works with homeowners facing foreclosure and property tax deeding. The Energy and Utility Justice Project represents clients with issues related to utility disconnections and arrears and problems accessing assistance programs such as the Electric Assistance Program, the Weatherization Assistance Program, the Fuel Assistance Program, and energy efficiency programs.

Benefits Project

The Benefits Project helps individuals with disabilities obtain Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), and Aid to the Permanently and Totally Disabled (APTD) benefits and access quality health care through the Medicaid and Medicare programs. Benefits Project advocates also represent individuals and families with other assistance programs, such as the Supplemental Nutrition Assistance Program (SNAP, formerly the Food Stamp Program), various cash benefits programs, unemployment insurance, and municipal welfare programs.

Justice in Aging Project

NHLA provides legal services to older adults (persons age 60 or older) through the Justice in Aging Project (JIA Project). JIA Project advocates assist older adults with a variety of civil legal problems including illegal and abusive debt collection practices, financial exploitation, long-term care resident rights, public and private housing problems, and denial of government benefits and health care.

Youth Law Project

NHLA's Youth Law Project (YLP) serves children and adolescents who are at risk of involvement with the juvenile legal system and need civil legal help to access services necessary to graduate from high school. YLP advocates work primarily on special education and school discipline issues, as well as the rights of children and youth in foster care.

Immigrant Justice Project

The Immigrant Justice Project (IJP) provides immigration legal services. IJP advocates focus on cases in which a person is eligible for asylum or other humanitarian immigration relief, as well as cases involving relief for victims of crime, including children.

Accounting Policies

The accounting policies of New Hampshire Legal Assistance, Inc. (the "Entity"), conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to

net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	2024	2023
As presented on the Statements of Financial Position -		
Cash and equivalents	$ 1,828,562	$ 1,012,818
Cash, restricted	14,168	42,945
	$ 1,842,730	$ 1,055,763

Investments

Investments, which consist of brokered certificates of deposit and U.S. Treasury notes, are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest income, and unrealized gains and losses, less external and direct internal investment expenses.

Contributions Receivable

Unconditional promises to give (pledges) are recorded as received and are considered available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as net assets with donor restrictions, for either time or purpose. Unconditional promises to give due in the next year are reflected as current promises to give and are recorded at their fair value. Unconditional promises to give due in subsequent years are reflected as long-term promises to give and are recorded at their present value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional.

Contributions receivable at December 31, 2024 and 2023 are current and expected to be collected within one year.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. It is the Entity's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Contributions receivable at December 31, 2024 and 2023 are recorded net of an allowance for uncollectible pledges of $1,750.

Property and Equipment

Property and equipment is recorded at cost for purchased items and at fair value for donated items as of the date of donation. Property and equipment is summarized as follows:

	2024	2023
Land	$ 10,000	$ 10,000
Building and improvements	484,233	484,233
Leasehold improvements	2,050	2,050
Equipment	419,588	416,582
	915,871	912,865
Less: Accumulated Depreciation	(680,196)	(643,028)
	$ 235,675	$ 269,837

Depreciation is computed using the straight-line method covering estimated three to ten-year lives for equipment, seven to forty-year lives for the building and improvements, and over the life of the related lease for leasehold improvements. Expenditures for repairs and maintenance are expensed when incurred and betterments with a useful life in excess of three years are capitalized.

Depreciation expense for the years ending December 31, 2024 and 2023 was $48,986 and $44,000, respectively.

Deposits Held for Others

Deposits held for others consist of funds that are held for the express purpose of third-party individuals and organizations and are therefore not available to support the Entity's own programs.

Leases

The Entity leases office space (operating lease) in various locations across the State of New Hampshire. The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and an operating lease liability on the statements of financial position.

ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The operating leases did not provide an implicit interest rate; therefore the Entity has elected to use a risk free rate based on the published IRS applicable federal rate at the lease commencement date in determining the present value of lease payments. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

Revenue and Revenue Recognition

The Entity recognizes contributions when cash is received. Special events, donations, and other income are recorded as revenues as received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Entity also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Entity has incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statements of financial position. Due to fixed price contracts, at any time the Entity may receive amounts in advance of qualifying expenditures, in which case, the amount is recorded as a refundable advance liability.

Case Revenue

The Entity receives a regular stream of case revenue from fees in Social Security and SSI disability cases. These fee awards must be approved by the Social Security Administration Administrative Law Judge. From time to time the Entity also receives larger attorney fee awards in individual and class action cases. This category of attorney fee awards are episodic, and it is not possible to predict in advance their amounts or the dates they will be received. Accordingly, case revenue is recognized when cash is received.

Donated Services

The Entity receives donated professional services from a variety of part-time volunteers and interns in the form of administrative assistance, as well as paralegal and legal services. The estimated fair value of these donations is recorded as revenue and expenses in the statements of activities.

Fund Raising Activities

Fund raising expenses represent the allocated costs of the Campaign for Legal Services (See Note 12). Distributions of campaign donations to the Entity's campaign partner agency, 603 Legal Aid, have been reported as unallocated payments to other local nonprofit organizations because the Entity has an agreement to distribute these funds. These are not typical out-of-pocket operating or fundraising expenses of the Entity.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include payroll taxes, employee benefits, occupancy, office supplies and expenses, postage, equipment rental and maintenance, communications,

professional library, insurance, training and meetings, dues and fees, contract services, travel, and depreciation, which are allocated on the basis of time and effort, as noted previously.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of December 31, 2024 or 2023 and, accordingly, does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Fair Value of Financial Instruments

Cash and equivalents, accounts receivable, accounts payable, and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

NOTE 2--LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Financial assets in excess of daily cash requirements are invested in brokered certificates of deposit and U.S. Treasury notes.

The following table reflects the Entity's financial assets as of December 31, 2024 and 2023, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. Amounts not available include the board designated operating reserve. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserves could be drawn upon through board resolution. The Entity has a $500,000 line of credit available to meet cash flow needs if needed.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2024	2023
Cash and equivalents	$ 1,828,562	$ 1,012,818
Investments	1,640,230	1,406,582
Grants and contracts receivable	2,224,518	2,298,149
Contributions receivable, net	38,439	113,189
Total Financial Assets	5,731,749	4,830,738
Less:		
Net assets with donor restrictions	(2,236,466)	(1,848,579)
Board designated operating reserve	(1,525,000)	(700,000)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 1,970,283	$ 2,282,159

NOTE 3--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains bank deposits at financial institutions with local branches located in New Hampshire. The Entity's cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000 for all cash checking and sweep accounts. The Entity has entered into agreements with the financial institutions to move funds in excess of FDIC limits into insured cash sweep accounts. Funds held in the insured cash sweep accounts are placed into FDIC insured deposit accounts with other financial institutions throughout the United States. Additionally, certain bank deposits are held in accounts separate from the insured cash sweep account. These separate accounts may periodically exceed FDIC limits for short periods of time throughout the year. As of December 31, 2024, deposits of $15,774 were in excess of FDIC insurance limits and uninsured and uncollateralized. As of December 31, 2023, deposits of $44,566 were in excess of FDIC insurance limits and uninsured and uncollateralized. However, to date, no losses have been experienced on any of these accounts.

NOTE 4--INVESTMENTS

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Entity has the ability to access at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in markets that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

A significant portion of the Entity's investments is in brokered certificates of deposit and U.S. Treasury notes. The brokered certificates of deposit and U.S. Treasury notes are valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates, and market-rate assumptions, and are classified within Level 2.

The following tables set forth by level, within the fair value hierarchy, the Entity's assets measured at fair value on a recurring basis, as of December 31, 2024 and 2023:

	Assets at Fair Value as of December 31, 2024			
	Level 1	Level 2	Level 3	Total
Certificates of deposit		$ 100,172		$ 100,172
U.S. Treasury notes		1,540,058		1,540,058
Total Assets at Fair Value	$ -	$ 1,640,230	$ -	$ 1,640,230

	Assets at Fair Value as of December 31, 2023			
	Level 1	Level 2	Level 3	Total
Certificates of deposit		$ 389,121		$ 389,121
U.S. Treasury notes		1,017,461		1,017,461
Total Assets at Fair Value	$ -	$ 1,406,582	$ -	$ 1,406,582

NOTE 5--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2024 and 2023:

	2024	2023
State of New Hampshire and Federal - Departments and Agencies	$ 1,532,417	$ 1,592,070
New Hampshire Bar Foundation - IOLTA	431,000	369,000
United Way (various branches)	-	33,744
Foundations and Other	261,101	303,335
	$ 2,224,518	$ 2,298,149

NOTE 6--LEASE LIABILITY

For the years ended December 31, 2024 and 2023, the Entity has four operating leases for office buildings throughout the State of New Hampshire. The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced May 1, 2018, and which was amended through March 30, 2028. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014, and was amended through October 31, 2028, including a two-year option to renew which management expects to exercise. The Entity leases its Berlin, New Hampshire office under an agreement that commenced May 26, 2021, and which was amended through May 31, 2034, including a five-year option to renew which management expects to exercise. The Entity leases its Claremont, New Hampshire office under an agreement that commenced January 1, 2023, and which was amended through December 31, 2028, including a two-year option to renew which management expects to exercise. The terms of all of the Entity's leases, with the exception of the Claremont office, contain a provision that allows the Entity to terminate the lease prior to the end of the lease term in the event of a funding reduction.

Lease options that the Entity believes are reasonably certain to be exercised are included in the measurement of the lease assets and liabilities. The lease term is used for the amortization/depreciation life of lease assets.

The maturities of the lease liability as of December 31, 2024 are as follows:

Year Ended December 31,	Operating
2025	$ 209,910
2026	210,606
2027	215,641
2028	146,136
2029	13,336
Thereafter	65,501
Total Lease payments	861,130
Less: Interest	(76,665)
Present value of Lease Liability	$ 784,465

The following summarizes the line items in the statements of activities which include the components of lease expense and costs for the years ended December 31, 2024 and 2023:

	2024	2023
Operating lease expense included in program services and management and general expenses	$ 197,764	$ 194,764

The following additional information is deemed relevant and useful as the Entity has four operating leases as of December 31, 2024 and 2023.

	2024	2023
Weighted-average remaining lease term	4.42 years	5.31 years
Weighted-average discount rate	3.99%	5.10%

NOTE 7--ACCRUED VACATION LEAVE

Employees earn annual vacation leave as they provide services. Pursuant to Entity policy, employees may accumulate, subject to certain limitations, unused vacation leave, and upon termination of employment be compensated for such amounts at current rates of pay. Employees may not "cash out" their accumulated vacation leave at any time during their employment. Accumulated earned vacation leave at December 31, 2024 and 2023 was $155,759 and $142,232, respectively, and has been included as part of the 'Accrued expenses' liability in the statements of financial position.

NOTE 8--NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions have been restricted for the following as of December 31, 2024 and 2023:

	2024	2023
Subject to expenditure for specified purpose:		
Fair Housing legal services	$ 2,825	
Aging related legal services	25,718	$ 78,544
Health Care Access		1,525
Medical legal partnership	39,291	
Consumer protection		23,325
Strategic planning	15,000	
Immigration	62,500	62,500
Self help library	12,500	
Impact litigation	334,000	
Other legal services	17,000	4,218
	508,834	170,112
Subject to expenditure for specified period and purpose:		
Civil legal services	1,551,669	1,091,245
Domestic Violence		375,000
Aging related legal services	65,000	65,000
Immigration	50,000	100,000
Health Care Access		3,000
Medical legal partnership	60,463	39,222
Campaign	500	5,000
	1,727,632	1,678,467
Total Net Assets With Donor Restrictions	$ 2,236,466	$ 1,848,579

NOTE 9--CONTRIBUTED NONFINANCIAL ASSETS

The Entity recognized contributed nonfinancial assets within revenue and program expenses, which did not have donor-imposed restrictions. Contributed services recognized comprise of professional services from paralegals and attorneys advising on various legal matters. Contributed services are valued and are reported at the estimated fair value in the financial statements based on current rates for similar legal services provided by the Entity.

For the years ended December 31, 2024 and 2023, contributed nonfinancial assets recognized within the statements of activities included:

	2024	2023
Voluneer Paralegal hours	$ 41,101	$ 49,536
Volunteer Attorney hours	4,393	6,816
Contributions - Nonfinancial assets	$ 45,494	$ 56,352

NOTE 10--PENSION PLAN

The Entity operates a 401(k)-retirement plan, and under the plan's "safe harbor" rules, the Entity contributes 3% of all employees' salaries to the plan. Under the terms of the plan, the Entity has the discretion to make a higher level of contribution to the plan but is not obligated. For the years ended December 31, 2024 and 2023, the Entity's discretionary contribution was up to a 2% match of contributing employees' salaries. Contributions to the plan for the years ended December 31, 2024 and 2023 totaled $169,451 and $158,998, respectively.

NOTE 11--ECONOMIC DEPENDENCY

For the years ended December 31, 2024 and 2023, approximately 35.0% and 38.2%, respectively, of total support and revenue was derived from an appropriation from the State of New Hampshire. The discontinuation or reduction of the State appropriation would likely result in a decrease in services provided by the Entity, until alternative revenues could be obtained.

NOTE 12--CAMPAIGN FOR LEGAL SERVICES

In June 2005, the Entity assumed administration of the Campaign for Legal Services (the Campaign) from the New Hampshire Bar Foundation. The Campaign is a joint fundraising effort on behalf of the Entity and 603 Legal Aid, a not-for-profit entity providing civil legal services to low-income people in the State of New Hampshire. Revenue and expenses of these activities have been reported as contributions received and made, and as fund-raising expenses in these financial statements. For the years ended December 31, 2024 and 2023, the Campaign had total unrestricted revenue and support of $613,036 and $564,602, respectively, and total expenses, excluding distributions, of $203,260 and $209,732, respectively.

Distributions to the Entity and 603 Legal Aid during the years ended December 31, 2024 and 2023 totaled $409,776 and $354,871, respectively. Distributions were allocated and made as follows for the years ended December 31, 2024 and 2023: the Entity received $225,377 and $211,463, respectively, and 603 Legal Aid received $184,399 and $143,408, respectively.

NOTE 13--LINE OF CREDIT

The Entity has an available line of credit with its primary bank for up to $500,000. For the years ended December 31, 2024 and 2023, the interest rate was 8.00% and 9.00%, respectively. No amounts have been drawn on the line of credit and there was no outstanding balance due as of December 31, 2024 or 2023.

NOTE 14--CONTINGENCIES

The Entity participates in a number of Federal and State assisted grant programs and contracts. Such programs may be subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of expenses which may be disallowed by a grantor agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 15--SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 4, 2025 which is the date the financial statements were available to be issued.

SCHEDULE I

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Schedule of Expenditures of Federal Awards

For the Year Ended December 31, 2024

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Expenditures to Subrecipients
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				
Pass Through Payments from the City of Concord, New Hampshire Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	#21-150-FSPF	$ 10,409	$ -
Direct Award Program Fair Housing Initiatives Program	14.408	#FPEI210005	353,613	-
Direct Award Program Education and Outreach Initiatives	14.416	#FEOI230035	50,194	-
Total Department of Housing and Urban Development			414,216	-
DEPARTMENT OF JUSTICE				
Pass Through Payments from the County of Strafford, New Hampshire Justice Systems Response to Families	16.021	N/A	3,532	-
Direct Award Program Legal Assistance for Victims	16.524	15JOVW-22-GG-00297	171,234	50,145
Pass Through Payments from the New Hampshire Department of Justice Crime Victim Assistance	16.575	#2025VOC22	365,644	-
Pass Through Payments from the New Hampshire Department of Justice Violence Against Women Formula Grants	16.588	#2023VAW17	45,000	-
Total Department of Justice			585,410	50,145

See notes to schedule of expenditures of federal awards

SCHEDULE I

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Schedule of Expenditures of Federal Awards (Continued)

For the Year Ended December 31, 2024

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Expenditures to Subrecipients
DEPARTMENT OF THE TREASURY				
Pass Through Payments from the State of New Hampshire Governor's Office				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	2024ARPVS20	413,166	
Total Department of the Treasury			413,166	-
DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Pass Through Payments from New Hampshire Bureau of Elderly and Adult Services				
Aging Cluster:				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	SS-2023-BEAS-02-Legal-01	100,414	
Total Aging Cluster			100,414	-
Total Department of Health and Human Services			100,414	-
Total Expenditures of Federal Awards			$ 1,513,206	$ 50,145

See notes to schedule of expenditures of federal awards

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2024

NOTE 1--BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of New Hampshire Legal Assistance, Inc. under programs of the federal government for the year ended December 31, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Legal Assistance, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Legal Assistance, Inc.

NOTE 2--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule is presented using the accrual basis of accounting, which is described in Note 1 to New Hampshire Legal Assistance, Inc.'s financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

NOTE 3--INDIRECT COST RATE

New Hampshire Legal Assistance, Inc. has elected to use a negotiated indirect cost rate instead of the de minimis indirect cost rate of 10-percent for awards received through October 1, 2024, and 15-percent thereafter, as allowed under the Uniform Guidance.

VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Legal Assistance, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 4, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Legal Assistance, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Legal Assistance, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vachon Clukay & Company PC

Manchester, New Hampshire
April 4, 2025

VACHON CLUKAY
& COMPANY PC

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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited New Hampshire Legal Assistance, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of New Hampshire Legal Assistance, Inc.'s major federal programs for the year ended December 31, 2024. New Hampshire Legal Assistance, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, New Hampshire Legal Assistance, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of New Hampshire Legal Assistance, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of New Hampshire Legal Assistance, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to New Hampshire Legal Assistance, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on New Hampshire Legal Assistance, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards,* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about New Hampshire Legal Assistance, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding New Hampshire Legal Assistance, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of New Hampshire Legal Assistance, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Vachon Clukay & Company PC

Manchester, New Hampshire
April 4, 2025

New Hampshire Legal Assistance, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2024

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:
Material weakness(es) identified? _____ yes __X__ no
Significant deficiency(ies) identified? _____ yes __X__ none reported

Noncompliance material to financial statements noted? _____ yes __X__ no

Federal Awards

Internal control over major federal programs:
Material weakness(es) identified? _____ yes __X__ no
Significant deficiency(ies) identified? _____ yes __X__ none reported

Type of auditor's report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes __X__ no

Identification of major federal program(s):

Assistance Listing Number(s)	Name(s) of Federal Program or Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? __X__ yes _____ no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs as defined under 2 CFR 200.516(a).

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2024

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	$ 1,517,633	$ 310,929		$ 1,828,562
Cash, restricted	14,168			14,168
Investments	1,640,230			1,640,230
Grants and contracts receivable	2,224,518			2,224,518
Contributions receivable, net	214,801	32,450	$ (208,812)	38,439
Prepaid expenses	18,449	1,398		19,847
Security deposits	14,925			14,925
TOTAL CURRENT ASSETS	5,644,724	344,777	(208,812)	5,780,689
NONCURRENT ASSETS:				
Right-of-use assets	784,465			784,465
Property and equipment, net	235,675			235,675
TOTAL NONCURRENT ASSETS	1,020,140	-	-	1,020,140
TOTAL ASSETS	$ 6,664,864	$ 344,777	$ (208,812)	$ 6,800,829
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 98,423	$ 337,153	$ (208,812)	$ 226,764
Accrued expenses	356,299	6,124		362,423
Deposits held for others	14,168			14,168
Current portion of lease liability	181,901			181,901
TOTAL CURRENT LIABILITIES	650,791	343,277	(208,812)	785,256
NONCURRENT LIABILITIES:				
Lease liability	602,564			602,564
TOTAL NONCURRENT LIABILITIES	602,564	-	-	602,564
TOTAL LIABILITIES	1,253,355	343,277	(208,812)	1,387,820
NET ASSETS:				
Without donor restrictions:				
Undesignated	1,650,543	1,000		1,651,543
Board designated operating reserve	1,525,000			1,525,000
With donor restrictions	2,235,966	500		2,236,466
TOTAL NET ASSETS	5,411,509	1,500	-	5,413,009
TOTAL LIABILITIES AND NET ASSETS	$ 6,664,864	$ 344,777	$ (208,812)	$ 6,800,829

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2023

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	$ 719,826	$ 292,992		$ 1,012,818
Cash, restricted	42,945			42,945
Investments	1,406,582			1,406,582
Grants and contracts receivable	2,298,149			2,298,149
Contributions receivable, net	293,070	106,602	$ (286,483)	113,189
Prepaid expenses	13,928	398		14,326
Security deposits	13,925			13,925
TOTAL CURRENT ASSETS	4,788,425	399,992	(286,483)	4,901,934
NONCURRENT ASSETS:				
Right-of-use assets	846,089			846,089
Property and equipment, net	269,837			269,837
TOTAL NONCURRENT ASSETS	1,115,926	-	-	1,115,926
TOTAL ASSETS	$ 5,904,351	$ 399,992	$ (286,483)	$ 6,017,860
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 76,626	$ 383,607	$ (286,483)	$ 173,750
Accrued expenses	308,428	10,385		318,813
Deposits held for others	42,945			42,945
Current portion of lease liability	156,449			156,449
TOTAL CURRENT LIABILITIES	584,448	393,992	(286,483)	691,957
NONCURRENT LIABILITIES:				
Lease liability	689,640			689,640
TOTAL NONCURRENT LIABILITIES	689,640	-	-	689,640
TOTAL LIABILITIES	1,274,088	393,992	(286,483)	1,381,597
NET ASSETS:				
Without donor restrictions:				
Undesignated	2,086,684	1,000		2,087,684
Board designated operating reserve	700,000			700,000
With donor restrictions	1,843,579	5,000		1,848,579
TOTAL NET ASSETS	4,630,263	6,000	-	4,636,263
TOTAL LIABILITIES AND NET ASSETS	$ 5,904,351	$ 399,992	$ (286,483)	$ 6,017,860

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2024

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	$ 502,831			$ 502,831
Government grants and contracts	2,934,618			2,934,618
Contributions - Foundations and Other	260,958			260,958
Contributions - Campaign for Legal Services	225,377	$ 605,749	$ (225,377)	605,749
Contributions - Nonfinancial assets	45,494			45,494
Case revenue	50,196			50,196
Miscellaneous	151,361			151,361
Investment income (loss)	104,581	2,787		107,368
Net assets released from donor restrictions	1,765,777	4,500		1,770,277
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	6,041,193	613,036	(225,377)	6,428,852
EXPENSES:				
Program services:				
Domestic violence project	1,723,348			1,723,348
Housing justice project	1,068,549			1,068,549
Justice in aging project	623,328			623,328
Public benefits	413,215			413,215
Immigrant justice project	287,533			287,533
Youth law project	220,149			220,149
Other civil legal services	418,973			418,973
Total program services	4,755,095	-	-	4,755,095
Supporting services:				
Fund raising	1,001	428,637	(225,377)	204,261
Management and general	896,238			896,238
Unallocated payments to other local nonprofit organizations		184,399		184,399
Total supporting services	897,239	613,036	(225,377)	1,284,898
TOTAL EXPENSES	5,652,334	613,036	(225,377)	6,039,993
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	388,859	-	-	388,859
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
New Hampshire Bar Foundation - IOLTA	359,169			359,169
Government grants and contracts	1,125,000			1,125,000
Contributions - Foundations and Other	673,995			673,995
Net assets released from donor restrictions	(1,765,777)	(4,500)		(1,770,277)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	392,387	(4,500)	-	387,887
CHANGE IN NET ASSETS	781,246	(4,500)	-	776,746
NET ASSETS - January 1	4,630,263	6,000	-	4,636,263
NET ASSETS - December 31	$ 5,411,509	$ 1,500	$ -	$ 5,413,009

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2023

	New Hampshire Legal Assistance	Campaign for Legal Services	Eliminations	Total
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	$ 430,500			$ 430,500
Government grants and contracts	3,087,982			3,087,982
United Ways	1,554			1,554
Contributions - Foundations and Other	180,566			180,566
Contributions - Campaign for Legal Services	211,463	$ 511,493	$ (211,463)	511,493
Contributions - Nonfinancial assets	56,352			56,352
Case revenue	33,619			33,619
Miscellaneous	91,608			91,608
Investment income (loss)	85,808	1,809		87,617
Net assets released from donor restrictions	1,684,058	51,300		1,735,358
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	5,863,510	564,602	(211,463)	6,216,649
EXPENSES:				
Program services:				
Domestic violence project	1,003,654			1,003,654
Housing justice project	1,421,205			1,421,205
Justice in aging project	430,298			430,298
Public benefits	426,543			426,543
Immigrant justice project	289,420			289,420
Youth law project	176,723			176,723
Other civil legal services	855,078			855,078
Total program services	4,602,921	-	-	4,602,921
Supporting services:				
Fund raising		421,195	(211,463)	209,732
Management and general	859,736			859,736
Unallocated payments to other local nonprofit organizations		143,408		143,408
Total supporting services	859,736	564,603	(211,463)	1,212,876
TOTAL EXPENSES	5,462,657	564,603	(211,463)	5,815,797
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	400,853	(1)	-	400,852
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS				
New Hampshire Bar Foundation - IOLTA	307,500			307,500
Government grants and contracts	1,125,000			1,125,000
Contributions - Foundations and Other	280,266	5,000		285,266
Net assets released from donor restrictions	(1,684,058)	(51,300)		(1,735,358)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	28,708	(46,300)	-	(17,592)
CHANGE IN NET ASSETS	429,561	(46,301)	-	383,260
NET ASSETS - January 1	4,200,702	52,301	-	4,253,003
NET ASSETS - December 31	$ 4,630,263	$ 6,000	$ -	$ 4,636,263

NEW HAMPSHIRE LEGAL ASSISTANCE
2026 VAWA Award

Key Personnel

Name	Job Title
Jessica Erazo	Project Director and Attorney
Varies	Project Attorneys and Paralegals

Jessica D. Erazo

[redacted]

BAR ADMISSIONS
New Hampshire

EDUCATION
University of New Hampshire School of Law, Concord, NH
Juris Doctor — May 2018
NYS Pro Bono Scholars Program Graduate

Wheelock College, Boston, MA
Bachelor of Social Work and Juvenile Justice — May 2015
GPA 3.52

LEGAL EXPERIENCE
New Hampshire Legal Assistance, Concord, NH — July 2024-Present
Domestic Violence Advocacy Project Director

- Train and mentor project staff; collaborate with staff with case specific issues and provide guidance.
- Collaborate with managing attorneys to review the legal work done by project staff.
- Work closely with the Controller to set the budget, hours, and expectations for the advocates working on the project.
- Collaborate with the Grant Writer/Manager; ensure reports are submitted and new funding opportunities are sought. Ensure project goals and objectives required by grant funding are met.

New Hampshire Legal Assistance, Concord, NH — May 2018-Present
Staff Attorney

- Represent clients throughout their family law cases; prepare and represent clients at temporary hearings, final hearings, and modification hearings.
- Advise clients of different paths for their family law case; discuss in detail the options for settlement, mediation, neutral case evaluation, and court hearings and possible outcomes.
- Represent clients at domestic violence protective order hearings; prepare exhibits and client testimony.

New Hampshire Legal Assistance, Manchester NH — March 2018-May 2018
Legal Intern

- Assisted with preparation for trials and hearings; drafted Financial Affidavits, Uniform Support Orders, and settlement documents for supervising attorney.

Rochester Circuit Court-Family Division-Referee Philip Cross, Rochester NH — June 2017-August 2017
Clerk

- Assisted with writing orders; thoroughly read case files, attended hearings, and prepared temporary or final orders under the supervision of Philip Cross.

Department of Children, Youth, and Families, Rochester NH — June 2016-August 2016
Intern

- Assisted with preparation for trials and hearings; prepared exhibits and documents for supervisor to use during hearings.

EXPERIENCE
LexisNexis, Concord, NH — August 2016-January 2018

- Assisted students with research questions and helped students find cases or statutes using the program.