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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

April 15, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to amend an existing subgrant with the Grafton County Attorney's Office, North Haverhill, NH (Vendor #177397-B005, Purchase Order Number 1061741) from the Federal Victim of Crime Act (VOCA) grant, approved by the Governor and Executive Council on May 16, 2018, item #69, by increasing the price limitation by a total of \$35,137, from \$35,137 to \$70,274 effective upon Governor and Executive Council approval through June 30, 2020. 100% Federal Funds.

Funding for this request is available as follows:

02-20-20-201510-5021	Current	Subgrant	Amended
Victims of Crime Act Grant	Subgrant	Increase	Subgrant
072-500574, Grants Federal	<u>FY 2019</u>	<u>FY 2019</u>	<u>FY 2019</u>
	\$35,137	\$35,137	\$70,274

EXPLANATION

VOCA was enacted by Congress in 1984 and it established the Crime Victims Fund. Fines paid by offenders of federal crimes are deposited into this Fund. Money from the Fund is then distributed to states for the benefit of victims of crime. In 2000, Congress placed a limit on the distribution of funds. Recently, the limit on the distribution of funds has been increasing. In FY 2013 the total limit was \$730 million, while in FY 2017 the total limit exceeded \$2 billion. Thus, all states, including New Hampshire, have received substantial increases in VOCA funds. DOJ is the receiving agency for VOCA funds in New Hampshire.

DOJ subgrants these funds to agencies providing direct services to victims of crime. VOCA requires that the funds be distributed to agencies providing services in the fields of sexual

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
April 15, 2019
Page 2 of 2

assault, domestic abuse and crimes against children. For many years, DOJ has directed VOCA funds to certain core service providers.

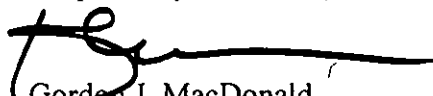
This significant increase in VOCA funds presents an important opportunity for New Hampshire and for the many dedicated organizations and individuals who work with victims of crime. In Fiscal Year 2018, DOJ released a \$5 million discretionary grant Request for Proposal (RFP) to help meet additional victim needs. The Grafton County Attorney's Office was awarded funds from that RFP. Following a careful analysis, DOJ determined that increased VOCA funds should be allocated to existing core victim service providers, including RFP recipients, based on requested needs. The distribution of the VOCA funds was based on a formula to ensure fairness, equality and, most importantly, sustainability to the current subgrantees. DOJ is also engaged in a Victims' Needs Assessment. The balance of the increase in VOCA funds will be distributed based on the results of this Needs Assessment.

The Grafton County Attorney's Office is a core direct service provider whose RFP grant was increased. The Grafton County Attorney's Office employs victim-witness advocates who educate victims about, and guide victims through, the criminal justice system. The victim-witness advocates also accompany victims to court hearings, assist victims with impact statements, and provide referrals to victims for other local services.

In the event that federal funds become 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. Your consideration is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2353112

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND
GRAFTON COUNTY ATTORNEY'S OFFICE
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Grafton County Attorney's Office ("Subrecipient").

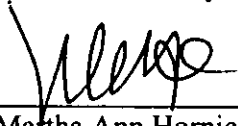
WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on May 16, 2018, item #69 the Subrecipient agreed to provide victim services within the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
 - a. Paragraph 1.8; Grant Limitation: Increase by \$35,137 from \$35,137 to \$70,274.
 - b. Delete Exhibit B Paragraph 3a. in its entirety and replace therein as follows:
The Subrecipient shall be awarded an amount not to exceed \$70,274 of the total Grant Limitation from 7/1/18 to 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



Martha Ann Hornick
Grafton County Attorney

3/12/19
Date

Notary Public or Justice of the Peace Acknowledgement:

State of NH, County of Grafton on 3/12, 2019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.

Julie L. Libby **JULIE L. LIBBY, Notary Public**
Signature of Notary Public or Justice of the Peace My Commission Expires July 11, 2023
Name and Title of Notary Public or Justice of the Peace

Kathleen Carr 3/22/19
Kathleen B. Carr Date
Director of Administration

Approved by the Attorney General (Form, Substance and Execution)
Duane Mart 3/28/19
Attorney Date

CERTIFICATE OF AUTHORITY

I, Marcia Morris, Clerk of the Grafton County Board of Commissioners do hereby certify that:

- (1) the Grafton County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Grafton County 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; and
- (4) The following now occupies the office indicated above:

Martha Ann Hornick

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Grafton County Board of Commissioners this 12th day of March, 2019



Marcia Morris, Clerk
Grafton County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On this the 12th day of March, 2019, before me Julie L Libby, the undersigned officer, personally appeared Marcia Morris, who acknowledged their self to be the Clerk, Board of Commissioners for Grafton County, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Justice of the Peace/Notary Public
Commission Expiration Date: 3/12/19

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:
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	603	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory Each Accident Disease - Each Employee Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/> Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
New Hampshire Attorney Generals Office 33 Capitol St Concord, NH 03301			Date: 11/28/2018 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

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: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	Member Number: 603	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit	NH Statutory Limits May Apply If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 11/28/2018 tdenver@nhprimex.org
State of New Hampshire Attorney Generals Office 33 Capitol St Concord, NH 03301			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 Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Grafton County Attorney's Office		1.4. Subrecipient Address 3785 Dartmouth College Highway, North Haverhill	
1.5 Subrecipient Phone # (603) 787-6968	1.6. Account Number 5021-072-500574	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 35,137.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 <i>[Signature]</i>		1.12. Name & Title of Subrecipient Signor 1 Lara S. Carr, County Attorney 3785 Dartmouth College Hwy North Haverhill, NH 03224	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace			
(Seal)	<i>[Signature]</i>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Christine L. Ash Notary Public, State of New Hampshire My Commission Expires Feb. 12, 2019 </div>	
1.13.2. Name & Title of Notary Public or Justice of the Peace Christine L. Ash, Asst. Office Admin			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
<i>[Signature]</i>		Kathleen Carr, Director of Admin.	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>[Signature]</i> Assistant Attorney General, On: 4/27/18			
1.17. 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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
 - 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 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 Subrecipient.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

20
4/12/11

EXHIBIT A

-SCOPE OF SERVICES-

1. Grafton County Attorney's Office as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$35,137 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

Date

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[Handwritten Date] 4/18/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials

Date

4/10/11
[Signature]

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;

iii. Section 504 of the Rehabilitation Act of 1973, as amended;

iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);

specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."

viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials



Date

4/10/14

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials



Date

4/10/11

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials 4/12/12
Date [Signature]

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that *VOCA non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials OM
Date 4/11/12

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.

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

Subrecipient Initials



Date

4/10/11

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials



Date

4 / 20 / 10

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials

Date

4/15/10

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials

Date


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30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials



Date

4/11/12

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.

36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion

A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials

Date


4/10/14

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials

Date


4/11/12

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials

OK

Date

4/10/02

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Lara Saffo Of Counsel Grafton County Attorney
Name and Title of Head of Agency

[Signature]
Signature

4/11/11
Date

Grafton County Attorney
Name and Address of Agency

3785 Dexters Hill Collier Rd

N. Hamvill NH 03774

Subrecipient Initials [Signature]

Date 4/11/11

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Lara Soff County Attorney

Name and Title of Authorized Representative

[Signature] 4/11/12

Signature

Date

Greene County 3755 Dartmouth College Hwy,

Name and Address of Agency N. Haverhill NH 03772

Name and Address of Agency

Subrecipient Initials

[Signature]

Date

4/11/12

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 applicant 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 grantee 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 Grafton County (Applicant) certifies that any funds awarded through grant number 5021-072-560525 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 Grafton County (Applicant) 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: Lara Seffo, Grafton County Atty

Signature:  Date: 4/12/15

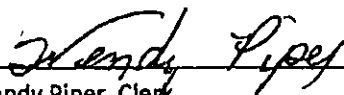
CERTIFICATE OF AUTHORITY

I, Wendy Piper, Clerk of the Grafton County Board of Commissioners do hereby certify that:

- (1) the Grafton County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Grafton County 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; and
- (4) The following now occupies the office indicated above:

Lara J Saffo

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Grafton County Board of Commissioners this 10th day of April, 2018

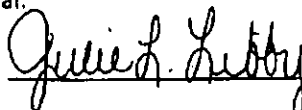


Wendy Piper, Clerk
Grafton County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On this the 10th day of April, 2018, before me Julie L Libby, the undersigned officer, personally appeared Wendy Piper, who acknowledged their self to be the Clerk, Board of Commissioners for Grafton County, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Justice of the Peace/Notary Public
Commission Expiration Date: 8/14/18

JULIE L. LIBBY, Notary Public
My Commission Expires August 14, 2018



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 6-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: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	Member Number: 603	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
New Hampshire Department of Justice 33 Capitol St Concord, NH 03301					By: <i>Tammy Downer</i>
					Date: 4/9/2018 tdenver@nhprimex.org Please direct inquiries to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



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:	
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		603	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Coverage Category	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	NH Statutory Limit May Apply To/Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 4/9/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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LA Sean

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL



May 1, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301-6397

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into subgrants with the programs listed below in the amount of \$3,652,611 from the Federal Victims of Crime Act Grant (VOCA) for the purpose of supporting programs that provide direct services to victims of crime effective upon Governor and Executive Council approval through June 30, 2020. 100% Federal Funds.

Funding is available as follows: 02-20-20-201510-5021, Victim of Crime Act Grant, 072, Grants Federal (Job# 20VOC17A).

<u>Account</u>	<u>Subgrantee</u>	<u>Vendor #</u>	<u>FY2018 Amount</u>
500576	NH Department of Corrections	177896-B001	\$65,536
500577	University of New Hampshire	177867-B046	\$595,941
500574	Belknap County Attorney's Office	177360-B004	\$90,000
500574	Grafton County Attorney's Office	177397-B005	\$35,137
500574	Sullivan County Department of Corrections	177482-B007	\$317,574
500575	CASA of New Hampshire	156690-B001	\$238,000
500575	Mary Hitchcock Memorial Hospital	177160-B002	\$160,441
500575	Child Advocacy Center of Rockingham County Inc.	158817-B001	\$100,385
500575	The Front Door Agency	156244-B001	\$393,942
500575	Granite State Children's Alliance	172495-B001	\$455,655
500575	NH Legal Assistance	154648-B001	\$600,000
500575	NH Coalition Against Domestic & Sexual Violence	155510-B001	\$600,000
Total Subgrants:			<u>\$3,652,611</u>

EXPLANATION

In Federal Fiscal Year 2015, Congress increased the amount of funding to be made available to the states from the Crime Victims Fund to support programs that provide direct services to victims of crime. The corresponding increase for New Hampshire allowed the Department to increase subgrants to direct service providers that have been the core, stable, accessible organizations that victims have historically relied upon. The increase also allowed the Department to release a \$5 million discretionary grant Request For Proposals (RFP) to help meet additional victim needs.

The RFP was posted on the state-wide purchasing website, the Department's website, and in two newspapers. An e-mail notification of the RFP went out to several hundred victim service provider contacts. In response to the RFP, 16 grant applications were received. A scoring committee rated the applications and made a recommendation to fund 15 organizations, for a total of \$4,131,459 as outlined in the attached RFP summary.

This authorization request covers the 12 organizations that have completed contracts. The three remaining subgrantees have contracts pending. In the event that federal funds become unavailable, general funds will not be requested to support these programs.

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

Respectfully submitted,



Gordon J. MacDonald
Attorney General

Bid/Application Summary for VOCA Discretionary RFP

2018 VOCA Applications	Description of Victim Services	Requested Funding
NH Department of Corrections	Increase Victim Offender Dialogue employee hours.	\$65,536
University of New Hampshire	Bringing uSafeUS, a mobile sexual assault response platform, to all NH Post-Secondary Institutions.	\$595,941
Belknap County Attorney's Office	Adding a Victim Witness Advocate to County Attorneys Office.	\$90,000
Grafton County Attorney	To make full time Circuit Court Victim Advocate.	\$35,137
Sullivan County Department of Corrections	Contract for VINE Project - Automated Victim Notification in nine County Jails.	\$317,574
CASA of New Hampshire	Increase Attorney hours and add permanency specialist and program managers.	\$238,000
Catholic Charities of New Hampshire	Specialized Legal Services for immigrant and refugee victims of crime.	\$293,079
Mary Hitchcock Memorial Hospital	Intake Coordinator at CIIAD Child Advocacy Center at Dartmouth.	\$160,441
Child Advocacy Ctr. -Rockingham County	Add Family Support Specialist Position to the Rockingham Child Advocacy Center.	\$100,385
Front Door Agency	Transitional Housing program for homeless victims of crime.	\$393,942
Granite State Children's Alliance	Building Capacity and improving victim services.	\$455,655
NH Legal Assistance	Domestic Violence Advocacy Project add paralegal and 1.75 FTE Attorneys to Berlin and Claremont areas.	\$600,000
NH Coalition Against Domestic/Sexual Violence	Enhancing Statewide Trauma Informed Advocacy through 13 member crisis center agencies.	\$600,000
Portsmouth Police Department	Turn Part time Victim/Witness Advocate to full time (Contract Pending).	\$72,043
Strafford Family Justice Center	Client Care Coordinator Program (Contract Pending).	\$113,726
Never Again Foundation	Arizona based organization, unclear strategies to aid NH victims.	\$0

\$4,131,459

State of New Hampshire

Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Justice ("Agency 1") is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Corrections ("Agency 2") is a duly constituted agency of the State of New Hampshire;

Whereas, Agency 1 is responsible for providing funding through a subgrant to Agency 2 as herein described in Application #2018VOCA1;

Whereas, Agency 1 desires to enter into a subgrant with Agency 2 for a term from Governor and Council approval through June 30, 2020 in an amount to not exceed \$65,536;

Whereas, Agency 2 is responsible for adhering to all conditions as set forth in their Application #2018VOCA1, federal financial rules and all applicable state rules and regulations of procurement;

Whereas, Agency 2 desires to fund the position of Victim Witness Specialist (VOD)

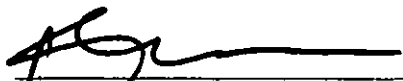
NOW THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. Agency 1 agrees to pay Agency 2 the amount of \$65,536.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-5021-072-500576, Job #20VOC17A.
2. Agency 2 agrees to perform the services described in the attached MOU Exhibit A which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until June 30, 2020.

#178

6. This memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
9. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings related hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. *FOR AGENCY 1 Department of Justice:*



Gordon J. MacDonald, Attorney General

Date: 4/13/16

15. *FOR AGENCY 2 Department of Corrections*



Helen Hanks, Commissioner

Date: 3/26/2018

Handwritten initials

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Department of Corrections as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$65,536 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

Date

7/27/18
3/26/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

ASA

3/26/18

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

I. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;

iii. Section 504 of the Rehabilitation Act of 1973, as amended;

iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);

specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."

viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials

7/2018

Date

3/26/18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials

JKK

Date

3/26/18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials YSA
Date 3/26/18

services, unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials JSB
Date 3/26/18

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.

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

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

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials

3/26/18

Date

3/26/18

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials

JSB

Date

3/26/18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials

HSJA

Date

3/26/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials

7/5/18

Date

3/26/18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials JS/ST

Date 3/26/18

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials ASDA

Date 3/20/18

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials ASR
Date 3/26/18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Helen E. Hanks Commissioner
Name and Title of Head of Agency

Helen E. Hanks 3/26/18
Signature Date

NH Department of Corrections PO Box 1806
Name and Address of Agency Concord, NH 03302

Subrecipient Initials JHK
Date 3/26/18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Helen E. Hanks Commissioner

Name and Title of Authorized Representative

Helen E. Hanks

Signature

3/26/18

Date

NH Department of Corrections PO Box 1806 Concord, NH
03302

Name and Address of Agency

Name and Address of Agency

Subrecipient Initials [Signature]

Date 3/26/18

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 applicant 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>.

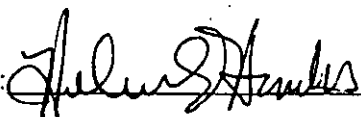
Supplanting and job retention

A grantee 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 NH Department of Corrections (Applicant) certifies that any funds awarded through grant number 2017-VA-GX-0044 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 NH Department of Corrections (Applicant) 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: Helen E. Hanks Commissioner

Signature:  Date: 3/26/18

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Justice

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Justice**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **06/30/20**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: VOCA- Bringing uSafeUS to all NH Post-Secondary Institutions

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Kathleen B. Carr
 Address: New Hampshire Department of Justice
 33 Capitol Street
 Concord NH 03301-6397
 Phone: 603-271-3658

Campus Project Administrator

Name: Susan Sosa
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Rd. Rm 116
 Durham, NH 03824
 Phone: 603-862-4848

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Tanya L. Pitman
 Address: New Hampshire Department of Justice
 33 Capitol Street
 Concord NH 03301-6397
 Phone: 603-271-1261

Campus Project Director

Name: Sharyn Potter
 Address: Prevention Innovations Research Ctr
 Huddleston Hall
 Durham, NH 03824
 Phone: 603-862-3630

F. Total State funds in the amount of \$595,941.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 20 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. 2017-VX-GX-0044 from the Office for Victims of Crime under CFDA# 16.575. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

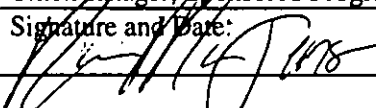
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Justice have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

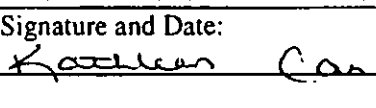
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By An Authorized Official of:
the New Hampshire Department of Justice

Name: Kathleen B. Carr

Title: Director of Administration

Signature and Date:

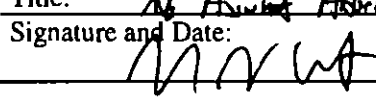
 4/17/18

By An Authorized Official of: the New
Hampshire Office of the Attorney General

Name: John Conforti

Title: Asst. Atty. Gen.

Signature and Date:

 4/17/18

By An Authorized Official of: the New
Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: VOCA- Bringing uSafeUS to all NH Post-Secondary Institutions

B. Project Period: 7/1/2018-6/30/2020

C. Objectives: Provide services to victims of crime and educate as to victim services available through uSafeUS.

D. Scope of Work:

1. University of New Hampshire as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.

2. 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 should be maintained for at least 5 years after the close of the project.

3. 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.

4. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

E. Deliverables Schedule: Quarterly performance reports are due four weeks following the end of each quarter or on a schedule in which the grant administrator provides.

F. Budget and Invoicing Instructions: 1. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described herein.

2. 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. 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 section F of this agreement.

3a. The Subrecipient shall be awarded an amount not to exceed \$595,941 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. Subrecipients shall be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review .**

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

I. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;

iii. Section 504 of the Rehabilitation Act of 1973, as amended;

iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);

specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."

viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials

KJ

Date

4/10/18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials

KJ

Date

4/10/18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials KJ

Date 4/10/18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials KJ

Date 4/10/18

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.

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

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

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials KJ

Date 4/10/18

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials KJ

Date 4/10/18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials K.S

Date 4/10/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials

KJ

Date

4/10/12

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials LS
Date 4/10/10

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Karen M. Jensen, Manager
Sponsored Programs Administration

Name and Title of Head of Agency

[Handwritten Signature]

Signature

4/10/18

Date

University of New Hampshire, Durham NH 03824

Name and Address of Agency

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

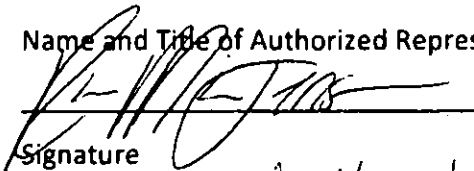
The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Karen M. Jensen, Manager
Sponsored Programs Administration

Name and Title of Authorized Representative



Signature

4/10/18
Date

University of New Hampshire, Durham NH 03824

Name and Address of Agency

Name and Address of Agency

Subrecipient Initials KJ

Date 4/10/18

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 applicant 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 grantee 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 University of New Hampshire (Applicant) certifies that any funds awarded through grant number 2017-VX-GX-0044 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 University of New Hampshire (Applicant) 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: Susan Sosa, Sr. Grant and Contract Administrator

Signature: Susan Sosa

Digitally signed by Susan Sosa
DN: cn=Susan Sosa, o=Sponsored Programs
Administration, email=susan.sosa@unh.edu, c=US
Date: 2018.04.05 16:53:29 -0400

Date: 4/5/18

Sharyn J. Potter

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EDUCATION:

Ph.D. 1998 Sociology
Emory University, Atlanta, GA
M.P.H. 1994 Health Policy and Management
Rollins School of Public Health of Emory University, Atlanta, GA
C.P.A. 1991 Professional Licensing Services
New York State Education Department, Albany, NY
B.S. 1989 Accounting
State University of New York at Albany, Albany, NY

POSITIONS:

2017-present Professor, Department of Sociology, University of New Hampshire, Durham, NH.
2006-present Executive Director of Research, Prevention Innovations Research Center: Research and Practices for Ending Violence Against Women on Campus. University of New Hampshire, Durham, NH.
2015-present Core Faculty, Women's Studies Program, University of New Hampshire, Durham, NH.
2004-2017 Associate Professor, Department of Sociology, University of New Hampshire, Durham, NH.
2011-2012 Visiting Scholar, Child & Woman Abuse Studies Unit, London Metropolitan University, London, United Kingdom.
2007-2008 Faculty Fellow, Office of the Associate Vice President for Research and Outreach Scholarship. University of New Hampshire, Durham, NH.
1998-2004 Assistant Professor, Department of Sociology, University of New Hampshire, Durham, NH.
1996-1998 Instructor, Department of Health Policy and Management, Rollins School of Public Health of Emory University, Atlanta, GA.
1993-1998 Research Assistant, Department of Health Policy and Management, Rollins School of Public Health of Emory University, Atlanta, GA.
Summer 1996 Teaching Assistant, Emory University Undergraduate Comparative Health Care Program based in London, England.
1993-1995 Teaching Assistant, Department of Health Policy and Management, Rollins School of Public Health of Emory University, Atlanta, GA.

AREAS OF SPECIALIZATION:

- Sexual and Relationship Violence and Stalking Prevention and Response
- Gender Based Violence
- Program Evaluation
- Research Methods and Statistics.
- Social Stratification
- Medical Sociology, the hospital industry, health care policy, social inequalities in health care.

COURSES TAUGHT:

- Sexualized Violence (Sociology 545)
- Gender Based Violence: US and International Perspectives. (Sociology 797/897)
- Statistics (Sociology 502)
- Advanced Statistics (Sociology 903)
- Methods of Social Research (Sociology 601W)
- Medical Sociology (Sociology 635W)
- Sociology Internship (Sociology 793)
- Health, Healing and Society (Sociology 988)

PREVENTION INNOVATIONS RESEARCH CENTER:

Founded and direct the Prevention Innovations Research Center (PIRC) that is nationally and internationally recognized for research and community engagement focusing on sexual and relationship violence and stalking prevention and response. Prevention Innovations Research Center researchers and scholars conduct scholarly, cutting-edge research that informs policy and practice and convenes practitioners and researchers to develop strategies for evidence-based, innovative approaches to violence prevention. In addition, PIRC's team of interdisciplinary researchers and practitioners provide training for university, Military and community practitioners; mentor students; support community-based practitioners; and advise institutions. *The center was one of three university research centers identified in the 2014 and 2017 White House Task Force to Protect Students from Sexual Assault.* The research unit was founded in 2006 and was designated as a university research center in 2014 after winning an extensive competition. In 2017 and 2015 PIRC was awarded the W.K. Kellogg Foundation Community Engagement Scholarship Award and was a finalist for the C. Peter Magrath Community Engagement Scholarship Award in 2015 and 2017. In 2015, PIRC was awarded the UNH Innovation's Innovator of the Year Award. In 2016, PIRC was recognized for bringing in over 34% of the licenses issued by UNH. PIRC researchers and practitioners have brought in over \$12,000,000 in external funding. PIRC researchers and practitioners engage undergraduate and graduate students in all aspects of their research. For the past four years PIRC has administered a competitive summer fellowship program for undergraduate and graduate students.

REFEREED ARTICLES:

- **Potter SJ**, Howard R*, Murphy S, and MM Moynihan (In-Press). Long-Term Impacts of College Sexual Assaults on Women Survivors' Educational and Career Attainments. *American Journal of College Health* (DOI 10.1080/07448481.2018.1440574).
- Banyard VL, **Potter SJ**, Cares AC, William LM, Moynihan MM, and Stapleton, JG. (In-Press). Multiple sexual violence prevention tools: Doses and boosters. *Journal of Aggression, Conflict and Peace Research*, (DOI.10.1108/JACPR-05-2017-0287).

- **Potter SJ, Stapleton JG, O'Neill K, and S. MacDougal (2017).** Training Campus Staff and Faculty to Recognize and Respond to Sexual Assault. *Sexual Assault Journal*, May/June: 69-84.
- **Avanti A, Potter SJ, Stapleton JG, Zuckerman B, Phan N, & Megan Bair-Merritt (2017).** "Encouraging Bystanders to Promote Positive Parenting and Prevent Child Maltreatment in Retail Settings: Results of an Exploratory Qualitative Study." *Journal of Aggression, Maltreatment & Trauma*, 26: 276-296.
- **Potter SJ. (2016).** "Reducing Sexual Assault on Campus: Lessons from the Movement to Prevent Drunk Driving." *American Journal of Public Health*, 106:822-829.
- **Potter SJ, Banyard VL, Moynihan, MM, Edwards, K, Stapleton, JG and Demers J*. (2016)** "Conveying campus sexual misconduct policy information to college and university students: Results from a 7-campus study." *Journal of American College Health*, 64:438-447.
- **Potter SJ, Stapleton JG, Mansager K and Nies C. (2015).** "Adapting and Piloting the Know Your Power ® Bystander Social Marketing Campaign for a Diverse Campus Population." *Cases in Public Health Communication and Marketing*, 8:71-93.
- **Moynihan MM, Banyard VL, Cares AC, Potter SJ, William LM and Stapleton, J. G. (2015).** "Encouraging Responses in Sexual and Relationship Violence Prevention: What Program Effects Remain One Year Later?" *Journal of Interpersonal Violence*, 30:110-132.
- **Cares AC, Banyard VL, Moynihan MM, Williams LM, Potter SJ, and JG Stapleton. (2015).** Changing attitudes about being a bystander to violence: Translating an in-person sexual violence prevention program to a new campus. *Violence Against Women*, 21:165-187.
- **Potter SJ and JG Stapleton. (2013).** "Assessing the Efficacy of a Bystander Social Marketing Campaign Four Weeks Following the Campaign Administration." *Sexual Assault Report*, 16:65-80.
- **Potter SJ, Fountain K and JG Stapleton. (2012).** "Addressing Sexual and Relationship Violence in the LGBT Community Using a Bystander Framework." *Harvard Review of Psychiatry*, 20:201-208.
- **Potter SJ. (2012).** "Using a Multi-media Social Marketing Campaign to Increase Active Bystanders on the College Campus." *Journal of American College Health*, 60:282-295.
- **Potter SJ and JG Stapleton. (2012).** "Translating Sexual Assault and Stalking Prevention from a College Campus to a US Military Post: Piloting the Know-Your-Power Social Marketing Campaign." *Journal of Interpersonal Violence*, 27:1593-1621.
- **Potter, SJ and J Stapleton. (2011).** "Bringing in the Target Audience in Bystander Social Marketing Materials for Communities: Suggestions for Practitioners." *Violence Against Women*, 17: 797-812.
- **Potter SJ and MM Moynihan. (2011).** "Bringing in the Bystander to US Military Installation: Results from a Pilot Study." *Military Medicine*, 176:870-875.
- **Potter SJ and Banyard VL. (2011).** "The Victimization Experiences of Women in the Workforce: Moving Beyond Single Categories of Work or Violence." *Violence and Victims*, 26: 513-532.
- **Potter SJ, Moynihan MM and JG Stapleton. (2011).** "Using Social Self-Identification in Social Marketing Materials Aimed at Reducing Violence Against Women on Campus." *Journal of Interpersonal Violence*, 26: 971-990.
- **Potter SJ, Moynihan MM, Stapleton JG, and Banyard VL. (2009).** "Empowering Bystanders to Prevent Campus Violence against women." *Violence Against Women*, 15:106-121.

- **Potter SJ, Stapleton JG and MM Moynihan.** (2008). "Designing, Implementing, and Evaluating a Media Campaign Illustrating the Bystander Role." *Special issue of Prevention and Intervention in the Community*, 36:39-56.
- **Potter SJ, and Laflamme DJ.** (2011). "An Assessment of State Level Sexual Assault Prevalence Estimates." *Journal of Maternal Child Health*,15:77-86.
- **Banyard VL, Potter SJ and Turner H.** (2011). "The Impact of Interpersonal Violence in Adulthood on Women's Job Satisfaction and Productivity: The Mediating Roles of Mental and Physical Health." *Psychology of Violence*, 1:16-28.
- **Banyard VL and Potter SJ.** (2010). "Victimization in the Lives of Employed Women: Disclosure in the Workplace" *Family and Intimate Partner Violence Quarterly*. 3:1-20.
- **Murphy SB, Potter SJ, Pierce-Weeks J, Stapleton JG, and Wiesen-Martin D*.** (2011a). "An Examination of SANE Data: Clinical Considerations Based on Victim-Assailant Relationship." *Journal of Forensic Nursing*,7:137-144.
- **Murphy SB, Potter SJ, Pierce-Weeks J, Stapleton JG, and Wiesen-Martin D*.** (2011b). "Findings from Sexual Assault Nurse Examiners (SANE): A Case Study of New Hampshire's Pediatric SANE Database." *Journal of Forensic Nursing*, 6:163-169.
- **Murphy SB, Potter SJ, Pierce-Weeks J, Stapleton JG, Wiesen-Martin D* and Phillips K.** (2011). "Providing Context for Social Workers' Response to Sexual Assault Victims." *Affilia*, 26: 90-94.
- **Potter, SJ, E Abrams, L Townson, C Wake and J Williams.** (2010). "Intellectual Growth for Faculty and Undergraduate Students: Evaluation Results from an Undergraduate Research Conference." *Journal of College Teaching and Learning*, 7:25-34.
- **Potter SJ, Abrams E, Townson L and JE Williams** (2009). "Faculty Mentors' Perceptions of the Challenges and Benefits of the Research Relationship." *Journal of College Teaching and Learning*, 6:17-30.
- **Potter SJ, Churilla A, and K Smith.** (2006). "Meeting Elderly Needs in the United States: An Examination of Full-Time Employment in the Direct-Care Workforce." *Journal of Applied Gerontology*,25:356-374.
- **Potter SJ, and JB McKinlay.** (2005). "From a Relationship to an Encounter: An examination of longitudinal and lateral dimensions in the doctor-patient relationship." *Social Science and Medicine*, 61:465-479.
- **Potter SJ, and M Wells*.** (2006). "Service-Learning Pedagogy: New Directions for Mentoring and Collaboration Between Faculty and Graduate Students." *The Journal of Teaching Assistant Development*, 10:7-16.
- **Potter SJ, RL Lozman*, and J Lozman.** (2004). "An Analysis of Factors that Influence What Specialties Medical Students Envision Pursuing." *The Advisor*, 24:11-19.
- **Potter SJ, and TJ Dowd.** (2003): "Executive Turnover and the Legal Environment: The case of California hospitals, 1960-1995." *Sociological Forum*,18:441-464.
- **Potter SJ, E Caffrey* and E Plante.** (2003). "Integrating Service-Learning in the Research Methods Curriculum." *Teaching Sociology*, 31:38-48.
- **Becker ER, and SJ Potter.** (2002). "Organizational Rationality, Performance, and Social Responsibility: Results from the hospital industry." *Journal of Health Care Finance*, 29:23-48.
- **Potter SJ.** (2001). "A Longitudinal Analysis of the Distinction between For-Profit and Not-For-Profit Hospitals in America." *Journal of Health and Social Behavior*, 42:15-44.

- Phillips VL, **Potter SJ**, and SL Simon. (1998). "Special Care Units for Alzheimer's Patients: Their role in the nursing home market." *Journal of Health and Human Services Administration*, 20:300-310.
- **Potter SJ**, Mauldin PD, and HA Hill. (1996). "Access to and Participation in Breast Cancer Screening: A review of recent literature." *Clinical Performance and Quality Health Care*, 4: 74-85.

CO-EDITOR OF JOURNAL VOLUME:

- **Potter SJ** and Banyard VL. (2011). Co-Editors, "Special Issue: Engaging Communities to End Sexual Violence: Current Research on Bystander Focused Prevention." *Violence Against Women*. Volume 17.
- **Potter SJ** and Banyard VL. (2011). "Guest Editors' Introduction." *Violence Against Women*. 17:679-683.

PAPERS UNDER REVIEW:

- Howard R, **Potter SJ**, Guedj C and MM Moynihan Sexual Violence Victimization among Community and Non-Residential College Students (under review, *American Journal of College Health*).
- **Potter SJ**, Flanagan M, Seidman M and JG Stapleton. Video Games as a Mechanism for Teaching College Students Bystander Behaviors (revised and resubmitted to *Games for Health Journal*).

BOOK:

- **Potter SJ**. 2000. Can Efficiency and Community Service be Symbiotic? A longitudinal analysis of not-for-profit and for-profit hospitals in the United States. New York: Garland Publishing.

BOOK CHAPTERS:

- Howard, R, **Potter SJ**, Geudg C and JG Stapleton. Sexual Violence, Relationship Violence, and Stalking on Campus. In MD. Cimini and EM. Rivero (Eds.), Promoting Behavioral Health and Reducing Risk among College Students: A Comprehensive Approach, Routledge Press, In press, (expected publication March 2018).
- Banyard VL and **Potter SJ**. Envisioning comprehensive sexual assault prevention for college campuses. In C. Travis and J. White (Eds.), APA Handbook of the Psychology of Women. American Psychological Association, Washington DC, In press, (expected publication January 2018).
- Moynihan MM, **Potter SJ**, Banyard VL, Stapleton JG, and Mayhew MR. 2010. An Example of Community Perspective on Sexual Violence Prevention: Enhancing Safety Nets and Preventing Victimization by Empowering a College Community of Bystanders. In M. Paludi and F. L. Denmark (Eds.), Victims of Sexual Assault and Abuse: Resources and Responses for Individuals and Families, Volume 2 (pp. 187-210). New York: Praeger.

ENCYCLOPEDIA CHAPTERS:

- Vanderminden J*, and **Potter SJ**. "Challenges to the Doctor Patient Relationship in the 21st Century." Chapter in the Blackwell Medical Sociology Handbook. Blackwell Publishing, August 2009. Edited by William Cockerham.
- **Potter SJ**. "Hospitals." In The Blackwell Encyclopedia of Sociology. Edited by George Ritzer. Blackwell Publishing Ltd.: London. 2006.

NATIONAL REPORT:

Report for the White House Task Force to Protect Students from Sexual Assault

- **Potter SJ, Banyard VL, Stapleton JG, Demers JM, Edwards KM and MM Moynihan.** *It's Not Just the What but the How: Informing Students about Campus Policies and Resources: How They Get the Message Matter.* Released June 9th, 2015.

WHITE PAPER:

- **Potter SJ and KM Edwards.** *Institutional Title IX Requirements for Researchers Conducting Human Subjects Research on Sexual Violence and other Forms of Interpersonal Violence.* Released November 5, 2015.

STATEWIDE REPORTS:

- **Laflamme D, Mattern G, Moynihan, M and Potter SJ.** (*collaborators are listed alphabetically*). 2011. "Sexual Assault in New Hampshire: A Report from The New Hampshire Coalition Against Domestic and Sexual Violence." Report released January, 2011.
- **Laflamme D, Mattern G, Moynihan, M and Potter SJ** (*collaborators are listed alphabetically*). 2009. "Violence Against Men in New Hampshire." Report released at a New Hampshire press conference on February, 10, 2009 at the NH Department of Health and Human Services. Concord, New Hampshire.
- **Banyard V, Bujno L, Laflamme D, Mattern G, Moynihan, M and Potter SJ** (*collaborators are listed alphabetically*). 2007. "Violence Against Women in New Hampshire." Report released at a New Hampshire Attorney General press conference on March 30, 2007. New Hampshire Attorney General Office. Concord, New Hampshire.

OTHER PUBLICATIONS:

- **Potter SJ.** "Using the Social Ecological Model as a Theatrical Framework." Essay in forthcoming text book titled *Theorizing Gender Violence*, by Sarah Jane Brubaker.
- **Potter SJ, and B. Perry.** 2008. "Incorporating Evaluation into Media Campaign Design." Paper accessible on the *National Online Resource Center on Violence Against Women (VAWnet)*. (April):1-9.
- **Potter SJ and M Wells***. "Sociology 601: Methods of Social Research Syllabus." In *Community Based Research*. Edited by Sam Marullo and Kerry J. Strand American Sociological Association: Washington, DC 2004.
- **Potter SJ.** Commentary: *Journal of Evidence-based Healthcare*. December 2002.
- **Potter SJ.** Book review: Kronenfeld JJ, *Research in the Sociology of Health Care- Health Care Delivery System Changes: New Roles for Providers, Insurers and Patients.* *European Journal of Public Health*. 8(3) 1998, 262-263.
- **Becker ER, Culler SC, Mauldin PD, Potter SJ and WS Weintraub,** A Summary of Costs and Quality of Life Associated with Drug Treatments of Hypertension in US Populations: Implications for Calcium Channel Blockers. Prepared for Pfizer Pharmaceutical, October 16, 1995.

***Co-author is an undergraduate or graduate student**

uSafeNH/uSafeUS SAFETY app:

The Development, Administration and Evaluation of a mobile app to Ensure Safety and Support for Sexual Assault Survivors and their Allies and Supporters on the 26 NH Campuses.

In March 2015, the 'app project' was born when a former state trooper on the NH Sexual Assault Response Team asked me if we could harness the mobile technology that so many millennials have integrated into their daily lives to increase awareness and assist sexual assault survivors? I have since partnered with the UNH Manchester STEM Discovery Lab, the NH Attorney General's Office, NH Campus Consortium and the NH Coalition Against Domestic and Sexual Violence to put resources in the hands of NH survivors of sexual violence. The app, uSafeNH includes campus and user-specific frequently asked questions, campus policy information, and a comprehensive list of campus, local, state and national resources. The information is uniquely tailored to six different categories of users, including survivors, friends, family, faculty/staff, alumni, and campus community members. I have led this unique partnership and collaborative effort. On May 12th, 2016 we were awarded \$25,000 in funding from the Entrepreneur's Fund of the NH Charitable Foundation to complete the app. The app was launched on 24 of the 26 NH Campuses in the Fall of 2016. My team (uSafeUS) won third prize in the UNH Social Innovations Challenge (there were 78 entries) on December 1, 2016. The \$2,500 third prize award was matched by an anonymous donor for a total award of \$5,000. I oversee two graduate students and three undergraduate students (from three UNH colleges) who comprise the development team. The national version of the app, uSafeUS was launched nationally on September 22, 2017.

SOCIAL MARKETING CAMPAIGN:

Potter SJ and JG Stapleton. 2004-present. Know Your Power® Bystander Social Marketing Campaign. Co-led the development, design and administration of the nationally recognized bystander social marketing campaign to reduce sexual violence on college campuses. Developed all of the campaign research and evaluation strategies, designed the surveys, analyzed and described the data, and the findings. The campaign has received funding from a variety of agencies including the Department of Justice, Centers for Disease Control and Prevention, Department of Defense, University of California, Merced and the UNH Parent Association. The campaign was developed at the University of New Hampshire and has currently been adopted by 600 colleges and universities around the United States. The social marketing campaign has been adapted and customized for University of Massachusetts at Lowell, and adapted and piloted for a US Army Post in Europe. The campaign has been adapted and customized for the University of California, Merced. In addition, four images addressing relationship violence in the lesbian, gay and bisexual (LGB) Community were designed with the help of members and allies of the LGB community. The campaign currently has 26 images that have been used on 11x17 posters, table tents, bookmarks, postcards, King Kong bus wraps computer pop-up screens, and a website. The campaign logo is currently being used on a number of collateral products including water bottles, gym bags, Frisbees, highlighter pens, buttons and flashlights.

AWARDS AND HONORS:

- 2017 W.K. Kellogg Foundation Community Engagement Scholarship Awarded to the Prevention Innovations Research Center, (I accepted the award on behalf of Prevention Innovations in September 2017).

- 2017 C. Peter Magrath Community Engagement Scholarship Award Finalist for the Prevention Innovations Research Center, (Accepted on behalf of Prevention Innovations in November 2017).
- 2017 Magrath Eastern Regional APLU Award for Community Engagement for Prevention Innovations Research Center, (to be accepted on behalf of Prevention Innovations in November 2017).
- Campus Compact of NH "Presidents' Community Partner Award" for 2017 presented to the Prevention Innovations Research Center. (Presented in Bedford, NH on April 11, 2017).
- UNH Social Innovations Challenge \$2,500 Third Prize Award, *matched by an anonymous donor for a total of \$5000.* (I accepted this award on behalf of the research team I started and lead on December 1, 2016).
- 2016 Entrepreneurial Fund of the NH Charitable Foundation AMP Award for \$25,000 for uSafeNH (I accepted this award on behalf of the research team I started and lead on May 12, 2016).
- 2016 UNH Women's Commission Joyce Gibbs Award presented to the Prevention Innovations Research Center on March 30, 2016, (I accepted the award and made a speech on behalf of Prevention Innovations).
- 2015 UNH Innovators of the Year Award presented to the Prevention Innovations Research Center, (I accepted the award and made a speech on behalf of Prevention Innovations in October 2015).
- 2015 W.K. Kellogg Foundation Community Engagement Scholarship Awarded to the Prevention Innovations Research Center, (I accepted the award on behalf of Prevention Innovations in September 2015).
- 2015 C. Peter Magrath Community Engagement Scholarship Award Finalist for the Prevention Innovations Research Center, (I accepted the award on behalf of Prevention Innovations in November 2015).
- 2015 Magrath Eastern Regional APLU Award for Community Engagement for Prevention Innovations Research Center, (I accepted the award on behalf of Prevention Innovations in November 2015).
- UNH 2014 Faculty Excellence in Public Service Award.
- UNH 2014-2015 Faculty Scholar Award.
- Prevention Innovations Research Center (I accepted the award and gave a speech) inducted into the New Hampshire Coalition Against Domestic and Sexual Violence Hall of Fame, November 15, 2013, Amherst, NH.
- Attended White House Briefing and Reception at Vice President Joe Biden's home to celebrate the 16th Anniversary of the passage of the Violence Against Women Act, September 22, 2010.
- Scholarly Coach, UNH Research and Engagement Academy – 2010-2011
- UNH Women's Commission Faculty Award 2009
- Nominated for 2008 UNH Women's Commission Faculty Award
- University of New Hampshire Dialogue on Democracy Author - 2006-2007
- Nominated for 2007 UNH Women's Commission Faculty Award
- University of New Hampshire Outreach Scholar - 2004
- University of New Hampshire Outstanding Assistant Professor Award – 2003
- Delta Omega, Public Health Honor Society - inducted April 1998
- Most Valuable Volunteer Award - Egleston Children's Hospital Classroom Program – 1998

FUNDED RESEARCH:

- **Potter SJ**, Principal investigator on a National Science Foundation I-Corps Team, uSafeUS. Award amount: \$50,000. January 20, 2018- May 30, 2018.
- **Potter SJ**, Principal investigator on a UNH National Science Foundation I-Corps Team, uSafeUS. Award amount: \$3,000. January 20, 2017- June 30, 2017
- **Potter SJ**, Principal Investigator on a \$750,000 grant from the United States Office of Women's Health. "Nonresidential and Community College Sexual Assault Policy and Prevention Initiative", September 1, 2016 – August 30, 2019.
- **Potter SJ**, Subject Matter Expert for the Veteran's Association, Award amount: \$50,000, April 1, 2016 – March 30, 2017.
- **Potter SJ**, Subject Matter Expert. \$250,000. McLane Law Firm, Manchester, New Hampshire. September 1, 2016 – August 30, 2019.
- **Potter SJ**, Subject Matter Expert on Department of Justice Investigation, Award amount: \$12,000, March 1, – December 31, 2015.
- **Potter SJ**, Principal Investigator on a \$579,000 grant from NIJ to develop and pilot a bystander video game to reduce sexual violence on campus. "Adaptation and Evaluation of Bystander Video Game to Reduce Sexual Violence on Campus" The goal of this project is to develop and evaluate a bystander video game for first year students January 1, 2015 – March 30, 2018.
- **Potter SJ** and **JG Stapleton**, Subject Matter Experts on Department of Defense Contract to General Dynamics to Revise Sexual Harassment and Rape Prevention Training for the US Military. January 1, 2015-December 2018, Award amount: \$708,945.
- **Potter SJ**, Principal Investigator on grant from University of California Merced. "Know-Your-Power™ Bystander Social Marketing Campaign at University of California Merced" Awarded \$37,092 to conduct a one year pilot study to translate and assess the effectiveness of the Know Your Power Bystander Social Marketing Campaign for the University California Merced, 2010-2011. Co-investigator, Jane Stapleton.
- **Potter SJ**. "Social Climate Toward LGBTQ+ People at the University of New Hampshire, Durham." Awarded \$675 from the Office of the Vice-President for Student and Academic Services and \$675 from the UNH Kidder Fund to work with my students in Sociology 601 (Methods of Social Research) to conduct this research. February 1 – May 20th, 2011.
- **Potter SJ**; Principal Investigator on a grant from the United States Department of Defense. "Bystander Intervention Project." Awarded \$72,258 to conduct a one year pilot study to assess the effectiveness of the Bringing in the Bystander In-Person Prevention Program and Know Your Power Bystander Social Marketing Campaign on two US Military Posts in Europe, 2009-2010.
- **Potter SJ**, Co-investigator on a Centers for Disease Control and Injury Prevention on \$998,000 three year grant titled "Enhancing Bystander Efficacy to Prevent Sexual Violence: Extending Primary Prevention to First-Year College Students," to experimentally evaluation a relationship violence prevention program on two campuses, 2008-2011.
- **Potter SJ**, **Banyard VL**. "NH Sexual Violence and Workplace Study." Awarded Funds (\$49,108) from UNH President's Initiative. March 2005.
- **Banyard, VL**, **Potter SJ**, **Laflamme, D**. "Sexual Assault in New Hampshire: Prevalence, Context, and Consequences." Awarded Funds (\$13,500) from UNH Vice President for Research and Public Service. 2004.
- **Stapleton JG**, **Moynihan MM**, **Potter SJ** and **Banyard V**. "Grants to Combat Violence Against Women on Campuses Program." The Principal Investigator is Jane G. Stapleton. July 1, 2004-July 1, 2005.

- Duncan CM, Potter SJ, Smith K, and Churilla, A. "Following the Caregiver Home." Awarded funds from the Jane's Trust through the Carsey Institute of the University of New Hampshire. September 1, 2004-August 1, 2005.
- Potter SJ. "Pathways to a Prescription: An analysis of the patient's decision to obtain and physician's decision to prescribe medication." \$6000 awarded from the UNH Vice President for Research and Public Service Discretionary and Outreach Scholarship Fund. May 2003.
- Potter SJ. "Appealing to the Masses: Madison Avenue, pharmaceutical companies and their effect on the public's conception of illness." University of New Hampshire College of Liberal Arts Alumni Fund – Funds used for undergraduate research assistance. Spring 2002.
- Potter SJ. "Appealing to the Masses: Madison Avenue, pharmaceutical companies and their effect on the public's conception of illness." University of New Hampshire College of Liberal Arts Faculty Fellowship. July 1, 2002 – August 31, 2002.
- Potter SJ. "Appealing to the Masses: Madison Avenue, pharmaceutical companies and their effect on the public's conception of illness." University of New Hampshire Graduate School Summer Faculty Fellowship. July 1, 2001 – August 31, 2001.
- Potter SJ. "Appealing to the Masses: Madison Avenue, pharmaceutical companies and their effect on the public's conception of illness." Curriculum Infusion Funding. UNH Office of Health Education and Promotion. May 2001.
- Potter SJ. Service Learning Faculty Grant. UNH Faculty Service Learning Grant Committee and Provost and Vice President for Academic Affairs. Spring 2001.
- Potter SJ. "The Changing Rural Health Care Environment: An empirical analysis of the for-profit conversions of hospitals serving rural communities." Funds were awarded from the UNH Vice President's Discretionary Fund. June 1, 1999 – June 1, 2000.

RECENT SUBMITTED PROPOSALS (principal investigator only):

- Potter SJ. NIJ VAW Research Consortium Proposal, "Collaborative Network of Experts Creating Research Solutions for Violence Against Women, or the *CONNECToRS-VAW*." Submitted May 1, 2016 to the National Institute of Justice. Proposal amount \$5,000,000.
- Potter SJ. Comprehensive Sexual Assault Prevention for Men and Women in the U.S. Military. Submitted to the Department of Defense on January 15, 2016. Proposal Amount - \$5,000,000. (Was selected to submit full proposal from short proposal competition).
- Potter SJ. "Harnessing Mobile Technology for Survivors and their Allies." 2017-2018 Resilience Proposal submitted to NSVRC on July 25, 2016. Proposal amount - \$50,000.
- Potter SJ. Engaging Women in STEM by Addressing Community Problems. 2016 Force for Change Grants Program Proposal Submitted to Salesforce Foundation on July 30, 2016. Proposal amount - \$300,000.

KEY NOTE ADDRESSES:

- Potter SJ. "Responding to Sexual Violence with a Social Justice Lens." RespectCon, Emory University, Atlanta, Georgia, April 2nd, 2016.
- Potter SJ. "Using Social Marketing as a Strategy for Reducing Sexual Violence." 17th Annual International Victims Day. Stockholm, Sweden, February 22nd, 2016.
- Potter SJ. "Key Life Decisions from My Experiences as a Middle Earth Advocate." Middle Earth 45th Birthday Reunion Brunch, University of Albany, Albany, NY, October 10, 2015.
- Potter SJ "Taking Back Our Communities: Engaging Men and Women in the Effort to Reduce Sexual Violence in the Community." Take Back the Night. YMCA of Manchester. Manchester, NH. May 6th, 2010.

PRESENTATIONS:

- **Potter SJ.** Panel Member, "Future of the Field: Sexual Violence Prevention and Response in Higher Education." Columbia University, New York, NY. January 25, 2018.
- **Thomas W and Potter SJ.** "What is My Responsibility under Title IX?" Presented at the Community College System of New Hampshire In-Service Day, Great Bay Community College. October 11, 2017.
- **Potter SJ and JG Stapleton.** "Using Video Games to Teach First-Year Students Bystander Behaviors." Presented at the American Psychological Association Meetings, Washington DC. August 3-7, 2017.
- **Potter SJ.** "Factors that Facilitate and Hinder Bystander Behaviors." Presented during Sexual Assault Awareness Prevention Month, Pentagon, Washington, DC. April 6, 2017.
- **Potter SJ.** Promising Practices for Training: Engaging Bystanders to Intervene. "Presented at the National Academy of Sciences' (NAS's) Committee on the Impacts of Sexual Harassment in Academia, Washington DC, March 28th, 2017
- **Potter SJ.** "Training and Engaging Bystanders to Prevent Sexual Violence." Webinar presented on December 6, 2016 for 400 United States Army Soldiers and Civilians.
- **Potter SJ.** "Evidence about the Impacts of Harassment." Presented at the Developing Evidence-based Strategies for Ending Harassment on VA Grounds, Veterans Hospital Administration, Women's Health Services National Expert Panel, Washington DC. August 31, 2016.
- **Potter SJ.** "What Have We Learned from Veterans? Male and Female Veterans Discussion Group Findings." To be presented at the Developing Evidence-based Strategies for Ending Harassment on VA Grounds, Veterans Hospital Administration, Women's Health Services National Expert Panel, Washington DC. August 31, 2016.
- **Potter SJ and R. Klap.** "What's Known about What Works to Remedy Public Harassment?" To be presented at the Developing Evidence-based Strategies for Ending Harassment on VA Grounds, Veterans Hospital Administration, Women's Health Services National Expert Panel, Washington DC. August 31, 2016.
- **Potter SJ.** "The Human Capital Loss Attributed to Campus Sexual Assault." Presented at Riverwoods Retirement Community, Exeter NH. August 4, 2016.
- **Potter SJ.** "Comprehensive Campus Sexual Assault Prevention: An Integral Component of Federal and State Responses." Presented to the Washington State Council of President's Campus Sexual Violence Prevention Task Force. March 17th, 2016.
- **Potter SJ.** "College Sexual Assault: Overview and History." New Hampshire Women in Higher Education Leadership Spring Conference, Manchester, NH, April 18, 2016.
- **Potter SJ.** "Community Engagement as a Sexual Violence Prevention Framework." 17th Annual International Victims Day. Stockholm, Sweden, February 22nd, 2016.
- **Potter SJ.** "Comprehensive Campus Sexual Assault Prevention: An Integral Component of Federal and State Responses", 2015 Higher Education Government Relations Conference, Austin, Texas, December 11, 2015.
- **Potter SJ.** "Roundtable: Troubleshooting Title IX: Implications of Mandatory Reporting and Strategies for Teaching and Learning," 2015 American Society for Criminology Meetings, Washington DC, November 20, 2015.
- **Potter SJ,** "Institutional Title IX Requirements for Researchers Conducting Human Subjects Research on Sexual Violence and other Forms of Interpersonal Violence." 2015 Social, Behavioral, and Educational Research Conference (SBER15), Boston, Massachusetts November 12, 2015.

- **Potter SJ**, "Institutional Title IX Requirements for Researchers Conducting Human Subjects Research on Sexual Violence and other Forms of Interpersonal Violence." Advancing Ethical Research Conference (AER15), Boston, Massachusetts, November 13, 2015.
- **Potter SJ**. "History of Sexual Violence on Campus". Granite State College Title IX Training, Concord, NH, October 2, 2015.
- **Potter SJ**. 2015 *New York Times* Schools for Tomorrow Conference, Panel Member, *Sexual Assault: How Colleges Can Fight Back*, The Times Center, New York, NY, September 17, 2015.
- **Potter SJ**. "Developing, administering and evaluating bystander intervention prevention strategies for the prevention of campus sexual assault. Presented a "Transforming the Campus Climate: Interdisciplinary Perspectives on Sexual Violence." Mailman School of Public Health, Columbia University, New York, NY. May 14th, 2015.
- **Potter SJ**. "Lessons learned from the development, administration and evaluation of sexual violence bystander prevention strategies for campus communities." Presented at the Northeastern Association of Graduate Schools Annual Meeting, Salem, MA. April 17th, 2015.
- **Potter SJ**. and VL Banyard. "Superman or Clark Kent: What Kind of Bystander Are You? Presented at the Portsmouth Science Café, Portsmouth, NH. October 29th, 2014.
- **Potter SJ**. "Reducing Campus Sexual Assault from a Prevention Framework." Presented at Riverwoods Retirement Community at Exeter, Exeter, NH. October 28th, 2014.
- **Potter SJ**. "Reducing Campus Sexual Assault from a Prevention Framework." Presented at the Association of American Universities Vice President for Student Affairs Conversation on Sexual Misconduct. University of Southern California, Los Angeles, CA. September 22nd, 2014.
- **Potter SJ**. "Evaluation Strategies to Assess the Efficacy of Campus Prevention Programs." Presented at the Dartmouth Summit on Sexual Assault. Dartmouth College, Hanover, NH. July 15th, 2014.
- **Potter SJ**. Stapleton JG, Edwards DJ, Katz J. "Multiple Approaches to Bystander Intervention." Presented at the Dartmouth Summit on Sexual Assault. Dartmouth College, Hanover, NH. July 15th, 2014.
- **Potter SJ**. "Ten Years of Research and Practice on Engaging Bystanders in the Prevention of Sexual Assault." Presented on a Webinar for the Air Force Scientific Advisory Board. Durham, NH. May 22nd, 2014.
- **Potter SJ**. "Ten Years of Research and Practice on Engaging Bystanders in the Prevention of Sexual Assault." Presented at the Expert Seminar at the *5 Days of Violence Prevention Conference, Stockholm Sweden. Sponsored by Men for Gender Equality, The Swedish Association of Women's Shelters and Young Women's Empowerment Centers (SKR) and The Swedish Agency for Youth and Civil Society, May 15th, 2014.*
- **Potter SJ**. "Preventing Sexual Violence Using a Bystander Approach." Presented at the Expert Meeting at the *5 Days of Violence Prevention Conference, Stockholm Sweden. Sponsored by Men for Gender Equality, The Swedish Association of Women's Shelters and Young Women's Empowerment Centers (SKR) and The Swedish Agency for Youth and Civil Society, May 14th, 2014.*
- **Potter SJ**. "Ten Years of Research and Practice on Engaging Bystanders in the Prevention of Sexual Assault." Presented at the Breaking the Silence: Addressing Sexual Assault on Campus Symposium. International Student House, Washington DC, May 1st, 2014. Event organized by Mrs. Lilibet Hagel (*wife of US Department of Defense Secretary Chuck*

Hagel).

- **Potter SJ.** "Engaging Bystanders in the Prevention of Sexual Violence." Presented at the International Student House, Washington DC, April 30th, 2014. Event organized by Mrs. Lilibet Hagel. (*wife of US Department of Defense Secretary Chuck Hagel*).
- **Potter SJ.** "Prepared Statement on Findings from Sexual Violence Prevention Research." Presented to the Response Systems Panel Subcommittee that was tasked by Congress to address sexual violence in the US Military. Department of Defense, Washington DC, February 12th, 2014.
- **Potter SJ.** "Presentation to NH Senator Jeanne Shaheen on Bystander Research." Manchester, NH. November 12th, 2013.
- **Potter SJ.** "The Know Your Power® Bystander Intervention Social Marketing Campaign." Presentation for International Visitor Leadership Program Sponsored by the World Affairs Council of New Hampshire. Project for Israel- Preventing and Confronting Domestic Abuse and Violence. Paul School, University of New Hampshire, August 16th, 2013.
- **Potter SJ.** and MJ. Staley. "Construction of a Scale to Measure College Student's Attitudes towards Peers Who Identify as LGBTQ." Presented at the Annual Meetings of the American Sociological Association, New York, NY, August 13, 2013.
- **Potter SJ.** "Engaging Bystanders in the Prevention of Sexual and Relationship Violence on US University Campuses." Presented at a joint meeting of the United Kingdom Home Office and End Violence Against Women Coalition titled "Changing Behaviour Around Violence Against Women and Girls," on July 23, 2013, Church House, Westminster. London, UK.
- **Potter SJ.** "Engaging Bystanders in the Prevention of Sexual and Relationship Violence on University Campuses-An Update." Presented at the End Violence Against Women Coalition (EVAW) UK Annual General Meeting on July 19, 2013. Human Rights Action Centre, London UK.
- **Potter SJ.** "Addressing Sexual and Relationship Violence in LGB College and University Communities by Engaging Students as Bystanders." Presented at the Eastern Sociological Society Conference, March 23, 2013. Boston, MA.
- **Staley MJ.** and **Potter SJ.** "Assessing a Campus Social Climate toward LGBTQ+ people: Using a research methods course to conduct institutional research." Presented at the Eastern Sociological Society Conference, March 23, 2013. Boston, MA.
- **Potter SJ.** "Using social marketing to engage bystanders in the prevention of sexual and relationship violence in civilian and military settings." Presented to over 300 participants on a Military Sexual Trauma Support Team Teleconference Training Series Call, sponsored by VA Mental Health Services. December 6, 2012.
- **Potter SJ.** "Translating and Piloting a Bystander Social Marketing Campaign for Diverse Campus Populations." Presented at the National Conference on Health Communication, Marketing, and Media, August 7-9, 2012. Atlanta, GA.
- **Potter SJ.** "Engaging Bystanders in the Prevention of Sexual and Relationship Violence on University Campuses." Presented at the End Violence Against Women Coalition UK meeting on July 20, 2012. London UK.
- **Potter SJ.** "Using Social Marketing to Educate University Students and Soldiers to Intervene as Prosocial Bystanders in Instances of Sexual and Relationship Violence or Stalking." London Metropolitan University, London, UK. March 30th, 2012
- **Potter SJ.** "The Know Your Power Bystander Social Marketing Campaign as a Tool for the Prevention of Sexual and Relationship Violence and Stalking on College Campuses." Presentation for the London Metropolitan University Violence Against Women Reading Group. London Metropolitan University, London, UK. February 1, 2012.

- **Potter SJ.** Using Science to Inform and Evaluate Public Health Campaigns for Bullying Prevention. Presented at the Federal Partners in Bullying Prevention Summit, September 21, 2011. Washington, DC.
- **Potter SJ.** "The Know Your Power Bystander Social Marketing Campaign as a Tool for the Prevention of Sexual and Relationship Violence and Stalking on College Campuses." Presented at the U.S. Department of Education, Office of Civil Rights, Title IX Conference. March 25th, 2011. Boston, MA.
- **Potter SJ,** and JG Stapleton. "Moving Beyond "Numb" - Awakening the Bystander in All of Us." University of New Hampshire at Manchester Discovery Dialogue Series. April 6th, 2011.
- **Potter SJ,** and JG Stapleton. "Using Social Marketing to Educate College Students on Ways to Intervene as Prosocial Bystanders in Instances of Sexual and Relationship Violence and Stalking." Paper presented to members of the University of California, Merced police department, student affairs and residential life staff and Merced law enforcement, rape crisis center and judicial staff. Merced, CA. March 9th, 2011.
- **Potter SJ.** "Bringing in the Bystander™: A Community Framework for Sexual Violence and Stalking Prevention." Paper presented at the USAREUR Sixth Annual Sexual Assault Prevention and Response (SAPR) Program Advocate Training. Edelweiss Lodge and Resort – Garmisch, Germany. September 14th, 2010.
- **Potter SJ.** "Overview of the Bringing in the Bystander In-Person Prevention Program and the Know Your Power Social Marketing Campaign." Briefing for United States Four Star Army General Carter Ham. Edelweiss Lodge and Resort – Garmisch, Germany. September 13th, 2010.
- **Potter SJ,** and JG Stapleton. "Using Social Marketing to Educate about the Role of Appropriate Bystanding in an Effort to Reduce Intimate Partner, Sexual Violence and Stalking on Campus." Paper presented as part of panel "Bringing the Community into Sexual Violence Prevention: Evaluation of Prevention Initiatives on 4 Campuses" at the International Family Violence and Child Victimization Conference, Portsmouth, NH. July 2010.
- **Murphy S, Potter SJ,** and J. Pierce-Weeks. "Findings from Sexual Assault Nurse Examiners (SANE): A Case Study of New Hampshire's Pediatric SANE Database." Paper presented as part of panel "Crisis Center Advocates Speak Out: "It is ALL so intrusive...one needs support all the way through"" at the International Family Violence and Child Victimization Conference, Portsmouth, NH. July 2010.
- **Potter SJ** "Engaging Members of the Community to Reduce Sexual Violence on Campus." Presented at the Middle Earth Peer Assistance Program Advocates the University at Albany. Albany, NY. May 4th, 2010.
- **Potter SJ** "Designing, Implementing and Evaluating a Prosocial Bystander Social Marketing Campaign." Presented at the University at Albany Counseling Center. Albany, NY. May 4th, 2010.
- **Potter SJ,** and MM Moynihan. "Overview of the Bringing in the Bystander Program." Presented at the September meeting of the NH Consortium to End Violence Against Women on Campus, Concord, NH, September 2009.
- **Potter SJ,** Stapleton, JG and D Edwards. "More Bang for your Buck: Investing in Prevention Strategies that Really Work." Conference Endnote Presentation. Presented at the Campus Training and Technical Assistance Institute. U.S. Department of Justice – Office on Violence Against Women. Dallas, Texas, June 2009.
- **Potter SJ,** Stapleton, JG and D Edwards. "This Ain't Your Mamas' Prevention Program,

Even Though Were Your Mamas." Workshop Presentation. Presented at the Campus Training and Technical Assistance Institute. U.S. Department of Justice – Office on Violence Against Women. Dallas, Texas, June 2009.

- **Potter SJ** "Designing, Implementing and Evaluating a Prosocial Bystander Social Marketing Campaign." Presented at Jane Doe Inc., The Massachusetts Coalition Against Sexual Assault and Domestic Violence. Framingham, Massachusetts. May 20th, 2009.
- **Potter SJ** "Bringing in the Bystander Project." Presented at the Army Sexual Assault Prevention and Risk Reduction Training Summit on September 10, 2008, Washington DC.
- **Potter SJ** and T. Marquardt. "The Use of Poster Campaigns in Violence Prevention." Presented at the NH Statewide Conference on Ending Violence Against Women on NH Campuses. University of New Hampshire, Durham. October 24th, 2008.
- **Potter SJ** "Integrating Social Marketing into SART Programs." Present to 130 Air Force SART (Sexual Assault Response Team) Coordinators on July 28, 2008, San Antonio Texas.
- **Banyard VL, Potter SJ, Moynihan, MM** and Saheli, N. Exploring the synergy between in-person prevention and social marketing programs: Results from a Bringing in the Bystander pilot study. Paper presented as part of panel "Enhancing primary prevention of relationship violence: Community capacity on the college campus" at the International Family Violence and Child Victimization Conference, Portsmouth, NH. July 2008.
- **Potter SJ** and D. Laflamme. "Sexual Assault and Intimate Partner Violence in New Hampshire: Findings and Implications from a Survey of New Hampshire Men." Presented at the fourteenth Statewide Conference on Domestic and Sexual Violence and Stalking. Attitash New Hampshire May 16th, 2008.
- **Potter SJ** "Incorporating Evaluation into Social Marketing Campaigns." Presented at the Air Force FAP Working Meeting. January 10th, 2008, San Antonio Texas.
- **Potter SJ, Laflamme D, and Moynihan MM.** "Is One in Seven a Myth? The Implications of Using National Data to Address State and Local Issues." Presented at the Annual Meetings of the American Public Health Association, Washington, DC, November 2007.
- **Laflamme D, Potter SJ, and Moynihan MM.** The challenge of assessing violence against women at the state level: Using multiple data sources to inform policy, service and prevention efforts. Presented at the Annual Meetings of the American Public Health Association, Washington, DC, November 2007.
- **Potter, SJ** and **MM Moynihan.** "Seeing Me: Analyzing the impact of a campus sexual violence prevention outreach campaign." Presented at the Annual Meetings of the American Sociological Association, New York, NY, August 2007.
- **Potter SJ, Laflamme D, Banyard VL, and MM Moynihan.** "Sexual Assault and Intimate Partner Violence in New Hampshire: Findings and Implications from a Survey of New Hampshire Women." Presented at the Thirteenth Statewide Conference on Domestic and Sexual Violence and Stalking. Bartlett, New Hampshire June 7, 2007
- **Banyard, VL** and **Potter, SJ.** "Bringing in the Bystander: Combating Violence Against Women on Campus." Presented at the Campus Training and Technical Assistance Institute. U.S. Department of Justice – Office on Violence Against Women. Columbus, Ohio. October 25-26, 2006.
- **Banyard VL, Potter SJ, and MM Moynihan.** Presented our research on the Bringing the Bystander In Project at the Boston Area Campus Sexual Assault Coalition Quarterly Meeting, Massachusetts Institute of Technology, Cambridge, MA. May 10, 2006.
- **Potter SJ.** Presented a paper titled "Is This a Sustainable Occupation? A Profile of the Direct Care Giver Workforce in the United States" at the Carsey Institute Series titled "The

- Faces of Direct Caregiving." December 9th, 2005.
- **Potter, SJ.** "Piloting A Violence Against Women Media Campaign for Bystanders." Presented at the 9th International Family Violence Research Conference, Portsmouth, NH, July 2005.
 - **Potter, SJ** , Churilla, A, Smith, K and CM Duncan. "Is This a Sustainable Occupation? A Profile of the Direct Care Giver Workforce in the United States." Presented at the Annual Meetings of the American Sociological Association, Philadelphia, PA 2005
 - **Potter SJ**, and JB McKinlay. "From a Relationship to an Encounter: An examination of longitudinal and lateral dimensions in the doctor-patient relationship." Presented at the Annual Meetings of the American Sociological Association, San Francisco, CA 2004.
 - **SJ Potter.** Member of Panel titled "Public Sociologies in the Undergraduate Classrooms." Presented at the Annual Meetings of the American Sociological Association, San Francisco, CA 2004.
 - **Lozman R, and SJ Potter.** "A Comparison of Medical Specialty and Practice Setting Expectations: An analysis of first and fourth year medical students." Presented at the Annual Meetings of the American Sociological Association, Atlanta, GA 2003.
 - **Potter SJ**, and M Wells. "Service-Learning Pedagogy: New directions for faculty/graduate student mentoring and collaboration." Presented at the New Hampshire Higher Education Student Service-Learning Conference. Manchester, NH 2003.
 - **Rohall D, C Moran, SJ Potter, and C Brown.** "Students as Living Data: Introducing methods of sociological inquiry using active learning exercises." Presented at the Annual Meetings of the American Sociological Association, Chicago, IL 2002.
 - **Potter SJ.** "A Longitudinal Analysis of the Impact of the Increase of For-Profit Psychiatric Hospitals on the Role of Public and Not-For-Profit Psychiatric Hospitals." Presented at the Annual Meetings of the American Sociological Association, Anaheim, CA 2001.
 - **Potter SJ**, and E Caffrey. "Integrating Service Learning into the Research Methods Curriculum." Presented at the Annual Meetings of the American Sociological Association, Anaheim, CA 2001.
 - **Potter SJ.** "The Impact of the For-Profit Conversions of Rural Serving Not-For-Profit and Public Hospitals on Rural Communities in the New England States." Presented at the Annual Meetings of the American Sociological Association, Washington, DC 2000.
 - **Potter SJ.** "Profits, Public Policy and Mental Health: A longitudinal analysis of mental health hospitals in the United States." Presented at the Annual Meetings of the American Public Health Association, Chicago, IL, November 1999.
 - **Potter SJ.** "The Evolution of an Industry and the Plight of Women Executive: An analysis of women executives in the hospital industry." Presented at the Annual Meetings of the American Public Health Association, Chicago, IL, 1999.
 - **Potter SJ.** "A Tale of Two Hospital Types: A longitudinal analysis of the declining distinction between for-profit and not-for-profit hospitals in America." Presented at the Annual Meetings of the American Sociological Association, Chicago, IL 1999.
 - **Potter SJ**, and TJ Dowd "Hospital Leaders in Turmoil: A comparison of hospitals and their administrators before and after profit status conversion." Presented at the Annual Meetings of the American Sociological Association, Chicago, IL 1999.
 - **Potter SJ**, and ER Becker "Who Cares and Who is Caring? Do communities need legislation to regulate their hospital's provision of community service?" Presented at the Annual Meetings of the American Sociological Association, San Francisco, CA 1998.

- **Potter SJ**, and ER Becker "Do You Know if Your Neighborhood Hospital is For-Profit or Not-For-Profit? An Analysis of the Declining Distinction." Presented at the Annual Meetings of the American Sociological Association, Toronto, Canada 1997.
- **Potter SJ**, and TJ Dowd. "Are You Hiring? An Analysis of Hospital Administrator Turnover." Presented at the Annual Meetings of the American Sociological Association, New York City 1996.
- Mauldin PD, and **SJ Potter**. "The Economics of Breast Cancer." Presented at the 8th National Chronic Disease Conference, Kansas City, KA 1993.

POSTERS:

- Klap R, **Potter SJ**, Yano B, Bergman A, Hamilton AB, and J Darling "Hey Baby, Smile: VA Staff Perspectives on Addressing Harassment of Women Veterans at VA Medical Centers." Presented at Academy Health, New Orleans, LA, 2017.

PRESS CONFERENCES:

- MacDonald G (NH Attorney General), Potter SJ, Ludecke R. National release of uSafeUS. September 22, 2017. Durham, New Hampshire.
- Toumpas N (NH DHHS, Chair), Laflamme D, Mattern G, Moynihan, M and **Potter SJ** (collaborators are listed alphabetically). "Violence Against Men in New Hampshire." Report released at a New Hampshire press conference on February, 10, 2009 at the NH Department of Health and Human Services. Concord, New Hampshire.
- Ayotte K (NH Attorney General), Cooney MA, Little K, Mattern G, **Potter SJ**, (participants listed alphabetically). NH State Attorney General Press Conference. Release of NH Statewide Sexual Assault Survey. March 30, 2007. Concord, New Hampshire.

DISSERTATION AND THESIS COMMITTEES (UNH Department of Sociology unless noted):

- August 2016-present. Anne Marie Schipani-McLaughlin, Member, Doctoral Thesis Committee, College of Public Health, University of Georgia, Athens, Georgia.
- October 2015-April 2016. Melissa Hernandez, Member, Doctoral Thesis Committee, Department of Sociology, University of Tennessee, Knoxville.
- Summer 2015-May 2017. Lisa Speropolous, Chair, Doctoral Thesis Committee.
- Spring 2014-present. Erica Jablonski, Chair, Doctoral Thesis Committee.
- Fall 2014-present. Niki Maestas, Member, Masters Thesis Committee.
- Summer 2014-Spring 2015. Alex Parkhouse, Member, Doctoral Thesis Committee.
- Spring 2014-Spring 2015. Angela Neal (Department of Psychology), Member, Doctoral Thesis Committee.
- Fall 2013-present. Michael Staley, Member, Doctoral Thesis Committee.
- Fall 2012-present. Angela Mitiguy, Chair, Doctoral Thesis Committee.
- Fall 2012-Spring 2014. Elita Exline, Member, Masters Thesis Committee.
- Spring 2011-Fall 2012. Amy (Barr) Redman. Member, Doctoral Thesis Committee.
- Spring 2010-Summer 2011. Michael Staley. Member, Masters Thesis Committee.
- Fall 2009-Spring 2012. Michelle Stransky. Member, Doctoral Thesis Committee.
- Summer 2009-May 2010. Karin Hakala. Chair, Senior Honor Thesis Committee.
- Summer 2009-May 2010. Mirielle Rouillard. Chair, Senior Thesis Committee.
- Fall 2007-July 2009. Angela Mitiguy. Chair, Masters Thesis Committee
- Fall 2007- July 2009. Jennifer Vanderminden. Masters Thesis Committee

- Fall 2006-July 2008. Katherine Seabury. Chair, Masters Thesis Committee.
- Fall 2007-present. Elizabeth Milliken. Chair, Masters Thesis Committee.
- Fall 2007- July 2008. Leslie Dillon. Masters Thesis Committee.
- Spring 2006- September 2007. Karen Schreiner. Chair, Masters Thesis Committee. "The Disneyfication of service work in financial institutions."
- Fall 2006- September 2007. Rachel Marks. Chair, Masters Thesis Committee. "The effects of market transition on the distribution of health care and China 1991 to 2000."
- Fall 2006-September 2007. Amy Barr. Masters Thesis Committee.
- Fall 2005-present. Cheryl Sprague. Masters Thesis Committee. "Tamoxifen and tofu: Integrative treatment choices for early stage breast cancer"
- Spring 2003-2005. Theresa Ridgeway. Masters Thesis Committee. "Social Structure and Violence: Testing Blackian-derived predictions."
- 2003-2004 Academic Year Jamie Brennan and Valerie Sangermano. Senior Honor Thesis Advisor. "Do Seats Matter? An extensive study of classroom ecology and college grades at the University of New Hampshire." Students received UROP funding for thesis project.
- Fall 2002-Spring 2003. Rebecca L. Lozman. Senior Thesis. "A Comparison of Medical Specialty and Practice Setting: An analysis of first and fourth year medical students at two medical schools." Student received UROP funding towards the project.
- Fall 2001-Spring 2002. Sydney Pelletier. Senior Thesis. "Breaking the Cycle: Researching the success of counseling programs designed for children who witness domestic violence" Student received UROP funding towards the project.
- Fall 2001-Spring 2002. Michael Sternberg. Senior Thesis. "Understanding Your Rights as a Patient."
- 2002. Erika Gebo. Dissertation Committee. "Juvenile Justice Reform: A tale of two systems."
- Fall 1998-Spring 1999. Gavin Henning. Masters Thesis Committee. "Campus Conflicts: Grievance management involving college students."

SERVICE ACTIVITIES:

University of New Hampshire Service Activities

- UNH Title IX Policy Working Group, January 2016-present.
- UNH Title IX Steering Committee, May 2015-present.
- UNH Faculty Senate, Senator, August 2009-May 2011, and January-May 2015.
- Faculty Advisory Board, SHARPP (Sexual Harassment and Rape Prevention Program), Board Chair, University of New Hampshire, July 2007-May 2011.
- Faculty Advisory Board, SHARPP (Sexual Harassment and Rape Prevention Program), Board Vice-Chair, University of New Hampshire, August 2005-June 2007.
- Responsibility Center Management (RCM) Tuition and Financial Aid Subcommittee, September 1-December 15, 2005.
- Faculty Advisory Board, SHARPP (Sexual Harassment and Rape Prevention Program), University of New Hampshire, Fall 2001-August 2005.
- Undergraduate Research Conference (URC) Planning Committee, University of New Hampshire, Fall 2002-Spring 2010.
- Chair, URC Evaluation Committee, University of New Hampshire, Fall 2005-Spring 2010.
- SHARPP Director Search Committee Member, Spring 2003-Summer 2003.
- General Education Study Committee, University of New Hampshire, Spring 2001-Spring 2002.

- Banner Judge for *Take Back the Night*, University of New Hampshire, Spring 2002.
- Focus Group Organizer, UNH Commission on the Status of Women, Spring 1999.

UNH College of Liberal Arts Service Activities

- College of Liberal Arts Promotion and Tenure Committee, Fall 2006-Summer 2008, Fall 2010 – May 2011.
- RCM (Responsibility Center Management–decentralized budget system) Advisory Committee, College of Liberal Arts, University of New Hampshire, Spring 2000-Fall 2006.
- Winant Fellowship Selection Committee, Carsey Institute. Spring 2005.
- Social Science Division Representative, College of Liberal Arts Executive Committee, University of New Hampshire, Fall 2002-Spring 2003.
- Premedical/Pre dental Advising Committee, College of Liberal Arts, University of New Hampshire, Fall 1998-Fall 2002.

UNH Department of Sociology Service Activities

- Promotion and Tenure Committee, member, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 2017-present.
- Human Subjects Committee, Chair, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 2015-Spring 2017.
- Undergraduate Committee, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 2015-Spring 2017.
- Graduate Committee, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 2013-Spring 2014.
- Colloquium Committee, Chair, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 2012-Spring 2013, Fall 2017-present
- Medical Sociology Examination Committee, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 1999-Spring 2013.
- Undergraduate Committee, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 1999-May 2009.
- Undergraduate Committee, Chair, Department of Sociology, College of Liberal Arts, University of New Hampshire, July 2005-July 2007.
- Graduate Committee, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 2005–Summer 2008.
- Medical Sociology Search Committee, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 2000.
- Instructor Search Committee. Department of Sociology, College of Liberal Arts, University of New Hampshire, Spring 2003.
- Methods Examination Committee, Department of Sociology, College of Liberal Arts, University of New Hampshire, Fall 1999-Spring 2011.

National and State Service Activities

- Callisto (College Sexual Assault Reporting System), Higher Education Advisory Board, August 2015- present.
- United Air Force Sexual Violence Prevention Advisory Board, April 2015-present.
- SurvWellness Advisory Board (to provides an integrative approach to healing for survivors & their supporters through wellness services, educational initiatives, and community building, a division of SurvJustice), March 2015-present

- Member, Rye Education Foundation Tolerance Planning Committee, January 2013-2014.
- Member, National Sexual Violence Resource Center (NSVRC) Campus Sexual Assault Awareness Month Campaign Planning Committee, NSVRC, February 2009-present.
- Network Member, Violence Against Women Online Research Project Rapid Response Project, March 2009-present.
- Member, Survey Committee of the New Hampshire Governor's Commission on Domestic and Sexual Violence, January, 2007-May 2008.
- Member, Public Education Committee of the New Hampshire Governor's Commission on Domestic and Sexual Violence, May, 2006-May 2011.
- Chair, Governance Committee, Families First of the Greater Seacoast, 2003-2004.
- Member, Program and Policies Committee, Families First of the Greater Seacoast, 2002-2004.
- Member, Finance Committee, Families First of the Greater Seacoast, 2001-2002.
- Board Member, Families First of the Greater Seacoast, Portsmouth, NH, 2001-2004.
- Volunteer, Egleston Children's Hospital Classroom Program, Fall 1996-Spring 1998.
- President's Commission on the Status of Women at Emory University, Spring 1997.

REVIEWER:

Journal of Health and Social Behavior
The Sociological Quarterly
Journal of the National Medical Association
Journal of Interpersonal Violence
Violence Against Women
Maternal and Child Health Journal
Cases in Public Health Communications & Marketing Journal

Social Forces
Teaching Sociology
Social Science and Medicine
American Journal of College Health
American Journal of Public Health
Psychology of Violence

Selection of Potter Media Interview Citations

Date	News Source	Article Title	Link
3/4/17	NHPR	#METOO NH	http://www.tinyurl.com/yco94bfc
Dec 2017	Campus and School Safety News Illinois School and Campus Safety Program	What if an App Could Help Prevent College Student Sexual Assault?	http://www.itschoolsafety.org/images/SchoolSafetyDocs/Newsletters/2017-12-SchoolCampusSafetyNewsletter.pdf
12/18/17	NPR Morning Edition	Feel In Danger On A Date? These Apps Could Help You Stay Safe	https://www.npr.org/sections/health-shots/2017/12/18/571086219/on-a-bad-date-these-apps-could-help-you-stay-safe
12/20/17	Morning Does TX	Safe Dating App	https://dose.com/videos/usafeus-is-a-new-app-that-helps-users-get-out-of-unsafe-situations-like-a-bad-date-by-sending-a-fake-emergency-call-from-morning-dose-tv/
12/18/17	KIMT3 Iowa	Apps created to stay safe online dating	http://www.kiint.com/content/news/Apps-created-to-stay-safe-online-dating-465058273.html

12/18/17	WMUR	University working to develop app for use at other schools	http://www.wmur.com/article/unh-gets-grant-to-develop-sex-assault-prevention-app/14459828
12/12/17	New York Times	The #MeToo Moment: How to Be a (Good) Bystander	https://www.nytimes.com/2017/12/12/us/the-metoo-moment-how-to-be-a-good-bystander.html? r=0
12/11/17	New York Times	Sexual Harassment Training Doesn't Work. But Some Things Do.	https://www.nytimes.com/2017/12/11/upshot/sexual-harassment-workplace-prevention-effective.html
11/28/17	UNH Magazine	Prevention Innovations Research Center's uSafe app goes national	https://www.unh.edu/unhtoday/2017/11/tech-support
9/28/17	ManchesterInkLink	uSafeUS App: Empowering tool for college students to prevent and respond to sexual assault	https://manchesterinklink.com/usafe-us-app-empowering-tool-college-students-prevent-respond-sexual-assault/
9/25/17	NH Public Radio	UNH App Designed To Prevent Sexual Assault Goes National	http://nhpr.org/post/unh-app-designed-prevent-sexual-assault-goes-national#stream/0
9/24/17	Eagle Tribune	Londonderry man helps develop sex assault prevention app	http://www.eagletribune.com/news/londonderry-man-helps-develop-sex-assault-prevention-app/article_dd654ced-f10f-5993-bf3f-82f9a6b7d11c.html
9/24/17	Eagle Tribune	Cheers and jeers for recent newsmakers	http://www.eagletribune.com/opinion/cheers-and-jeers-for-recent-newsmakers/article_f6176nac-a25a-59bd-8431-f4a9d54d33ce.html
9/23/17	Keene Sentinel	App to Combat Sex Assault at UNH Released	http://www.sentinelsource.com/app-to-combat-sex-assault-at-unh-released/article_f92d08a7-5c89-549c-9b6a-e0f2f1428b35.html
9/22/17	WMUR	App Developed at UNH Aims to Prevent Sexual Assaults on Campus	http://www.wmur.com/article/app-developed-at-unh-aims-to-prevent-sexual-assaults-on-campus/12455687
9/22/17	Fosters Daily	Mobile app to combat sex assault gets UNH rollout	http://www.fosters.com/news/20170922/mobile-app-to-combat-sex-assault-gets-unh-rollout
9/22/17	Seacoast Online	Mobile app to combat sex assault gets UNH rollout	http://www.seacoastonline.com/news/20170922/mobile-app-to-combat-sex-assault-gets-unh-rollout
9/21/17	Union Leader	UNH Launches New App Designed to Prevent Campus Sex Assault	http://www.unionleader.com/UNH-launches-new-app-designed-to-prevent-campus-sex-assaults?template=mobileart
9/21/17	NHI	App Designed to Aid Sex Assault Victims in NH Going National	http://nh1.com/news/new-hampshire/app-designed-to-aid-sex-assault-victims-in-new-hampshire-going-national
9/19/17	WLBZ6News Maine	Smartphone app created at UNH to prevent sexual assault being rolled out nationwide	http://www.wlbz2.com/news/smartphone-app-created-at-unh-to-prevent-sexual-assault-being-rolled-out-nationwide/477080064

9/18/17	Seacoast Online	UNH Launches App Designed to Prevent Sexual Assault	http://www.seacoastonline.com/news/20170918/unh-launches-app-to-prevent-sexual-assault
9/18/17	Foster's Daily	UNH Launches App To Prevent Sexual Assault	http://www.fosters.com/news/20170918/unh-launches-app-to-prevent-sexual-assault
9/18/17	UNH Today	UNH Launches uSafeUS App to Prevent Sexual Assault and Improve Response	http://www.unh.edu/unhtoday/news/release/2017/09/13/unh-launches-usafeus-app-prevent-sexual-assault-and-improve-response
8/14/17	Yahoo News	A Sociologist Warns that Watching 'Bachelor in Paradise' has Serious, Real World Implications.	https://www.yahoo.com/beauty/sociologist-warns-watching-bachelor-paradise-serious-real-world-implications-215833555.html
Spring/Summer 2017	NSVRC The Resources	uSafeNH: Putting resources in the hands of victims	http://www.nsvrc.org/sites/default/files/publications_nsvrc_the-resource-spring-summer-2017.pdf
4/11/17	Army Mil	Soldiers recall intervening in possible sexual assault incident	https://www.army.mil/article/185680
2/9/17	UNH Today	Innovator of the Week: Sharyn Potter	https://unhcola.wordpress.com/2017/02/06/innovator-of-the-week-sharyn-potter/
2/8/17	Chronicle of Higher Education	How a 20-Page Letter Changed the Way Higher Education Handles Sexual Assault	http://www.chronicle.com/libproxy.unh.edu/article/Hgw-a-20-Page-Letter-Changed/239141
2/2/17	Tech IEEE with host Ed Nelson, Show #7	TechIEEE show is about the uSafeNH mobile app	http://wbnh1051.podbean.com/e/tech-ieee-with-host-ed-nelson-show-7/
1/24/17	NH Live Free and Start	Meet Sharyn Potter: Innovator of the Week	http://livefreeandstart.com/innovators/sexual-assault-prevention-app/
Winter 2017	UNH Magazine	Building Bridges: Engaged Partnerships Benefit Communities and UNH	http://www.unh.edu/unhtoday/series/unh-magazine-winter-2017
12/12/16	YahooBeauty.Com	Amherst Suspends Cross-Country Team Following Offensive Posts	https://www.yahoo.com/beauty/amherst-suspends-cross-country-team-following-offensive-posts-204309906.html
10/23/16	Vox.com	How to confront sexist "locker room talk," according to science	http://www.vox.com/science-and-health/2016/10/21/13294956/confront-sexist-locker-room-talk-science
10/20/16	BigThink.com	Psychologists Reveal Tactics for Confronting Offensive Speech	http://bigthink.com/paul-ratner/top-five-ways-to-deal-with-offensive-speech
10/12/16	New York Times	Lessons in the Delicate Art of Confronting Offensive Speech	http://nyti.ms/2dWW3sS
9/14/16	Fosters.com	UNH launches new campus sexual assault prevention app	http://www.fosters.com/news/20160914/unh-launches-new-campus-sexual-assault-prevention-app
8/30/16	UNH Magazine	Help at their fingertips: New app provides assault resources to campus communities	https://www.unh.edu/unhtoday/2016/08/help-their-fingertips
8/18/16	East Idaho News.com	Tackling rape culture together: the power of bystanders	http://www.eastidahonews.com/2016/08/tackling-rape-culture-together-power-bystanders/

8/16/16	Desert News	The Power of Bystanders to End Rape Culture	http://national.deseretnews.com/article/22239/the-power-of-bystanders-to-end-rape-culture.html
6/12/16	WMUR (Potter interview)	NH is rolling out a new app to help sexual assault survivors find resources	http://www.wmur.com/news/unh-is-rolling-out-a-new-app-to-help-sexual-assault-survivors-find-resources/40013860
6/9/16	cr80news.com	New Hampshire to develop app for sexual assault survivors	http://www.cr80news.com/news-item/new-hampshire-to-develop-app-for-sexual-assault-survivors/
6/7/16	NHPR (Potter interview)	UNH App Seeks to Connect Students With Sexual Assault Support Resources	http://nhpr.org/post/unh-app-seeks-connect-students-sexual-assault-support-resources
6/3/16	UNH Today	UNH Receives \$25,000 Grant to Develop App for College Sexual Assault Survivors	http://www.unh.edu/unhtoday/news
5/30/16	Folha de S.Paulo (newspaper with largest circulation in Brazil)	Devemos ensinar respeito às mulheres já na infância, diz especialista "We must teach respect for women in childhood, says expert." <i>Long interview with Potter following a gang rape in Brazil</i>	http://m.folha.uol.com.br/cotidiano/2016/05/1776224-devemos-ensinar-respeito-as-mulheres-ja-na-infancia-diz-especialista.shtml
5/19/16	NH Business Review	UNH-developed app wins \$25k Entrepreneurs Fund grant	http://www.nhbr.com/May-27-2016/UNH-developed-app-wins-25k-Entrepreneurs-Fund-grant/?utm_source=getresponse&utm_medium=email&utm_campaign=nhbr&utm_content=NH%20Business%20Review%20News%20Browser
5/18/16	UNH Today	Triumphing Over Tragedy: What the movement to prevent drunk driving can teach us about stopping campus sexual assault	https://www.unh.edu/unhtoday/2016/05/triumphing-over-tragedy
5/13/16	NH Charitable Foundation	uSafeNH will be launched with help from \$25,000 grant	https://www.nhcf.org/what-were-up-to/usafenh-will-launched-help-25000-grant/
5/3/16	Huffington Post	The Anti-Drunk Driving Movement as a Framework for Campus Sexual Assault Prevention	http://www.huffingtonpost.com/sharyn-j-potter/the-anti-drunk-driving-movement-9831986.html
4/28/16	Teen Vogue	Sexual Health + Identity 4 Questions You <i>Need</i> to Ask Your Future College Before You Go There	http://www.teenvogue.com/story/questions-ask-college-sexual-assault-policy
3/22/16	Emory News	RespectCon to explore social justice, sexual assault prevention	http://news.emory.edu/stories/2016/03/er_respectcon/campus.html
2/29/16	Chronicle of Higher Education	One University Prepares Students to Intervene	http://www.chronicle.com/article/One-University-Prepares/235433/?key=OGC-Go5r2fUlnHOvfyw6Yp8D82Zm0EIPKqiBJozANTIwNW1wZllwRkxyQHdTeXlyMIZ4SWwteEhXNkZ2MIZHcWR4YWp2aEM0T0x3
2/8/16	Huffington Post	This Is Why Every College Is Talking About Bystander Intervention	http://www.huffingtonpost.com/entry/colleges-bystander-intervention_us_56abc134e4b0010e80ea021d?z55ewmi

12/30/15	Glamour Magazine	New Study Links College Football Game Days to Increase in Reports of Rape	http://www.glamour.com/story/new-study-links-college-footba
12/9/15	Fosters.com	HAVEN executive director receives UNH award	http://www.fosters.com/article/20151209/NEWS/151209363
12/8/15	UNH Today	Prevention Pioneers: Prevention Innovations Research Center Named UNH's Innovator of the Year	https://www.unh.edu/unhtoday/2015/12/prevention-pioneers
12/4/15	Inside Higher Ed	Who Must Report?	https://www.insidehighered.com/ws/2015/12/04/researchers-fraternity-volunteers-argue-exemption-sexual-assault-reporting?utm_source=Inside%20Higher%20Ed&utm_campaign=a3658441d9-DNU20151204&utm_medium=email&utm_term=0_1fbc04421-a3658441d9-197584689
November -December 2015	Education Update Online	Education Brought to the Forefront at New York Times Conference	http://educationupdate.com/archives/2015/NOV/HTML/spot-nytimes.html#.V76NszUujIU
10/26/15	Hartford Courant	Colleges Amp Up Sexual Assault Prevention Strategies	http://www.courant.com/education/hc-uconn-consent-workshop-1022-20151026-story.html
10/2/15	Fosters Daily Democrat	Hassan speaks at annual innovators dinner at UNH	http://www.fosters.com/article/20151001/NEWS/151009866
9/8/15	Bustle.com	Jennifer Freyd And The Administrator Researcher Campus Climate Consortium Are Helping Schools Reduce Rape For Free, Because Nobody Should Have To Pay For Prevention	http://www.bustle.com/articles/109133-jennifer-freyd-and-the-administrator-researcher-campus-climate-consortium-are-helping-schools-reduce-rape-for-free
9/3/15	UNH Today	Prevention Perspective: What we can learn from a prep school assault case	http://www.unh.edu/unhtoday/2015/09/prevention-perspective
9/2/15	Yahoo.com	The Controversial St. Paul Verdict: Why Selecting a Rape Case Jury Is Particularly Difficult	https://www.yahoo.com/beauty/the-controversial-st-paul-verdict-1248197200625718.html
8/12/15	NPR All Things Considered Program,	Curbing Sexual Assault Becomes Big Business On Campus	http://www.wnyc.org/story/curbing-sexual-assault-becomes-big-business-on-campus/
7/15/15	Yahoo.com	Anti-Drunk Driving Campaign Under Fire for Being Sexist	https://www.yahoo.com/beauty/anti-drunk-driving-campaign-under-fire-for-being-124191194057.html
6/10/15	Inside Higher Ed	Talk, Then Talk Again	https://www.insidehighered.com/news/2015/06/10/new-survey-identifies-best-ways-campuses-share-information-sexual-assault-policies
Spring/Summer 2015	The Resource: The NSVRC Newsletter	Are coalitions prepared to lead primary prevention, campus-based efforts?	http://www.nsvrc.org/sites/default/files/publications_nsvrc-the-resource-spring-summer-2015.pdf
6/4/15	Fosters.com	UNH awarded grant to develop sexual assault prevention video game	http://www.fosters.com/article/20150604/NEWS/150609649/-1/breaking_ajax
4/10/15	Mail & Guardian (African Paper)	Opinion: Rape report fall-out angers students (Potter quoted)	http://mg.co.za/article/2015-04-09-rape-report-fall-out-angers-students

4/16/15	The Guardian	Sexual assault activists fear Rolling Stone retraction will derail progress	https://www.theguardian.com/us-news/2015/apr/06/rolling-stone-jackie-retraction-sexual-assault-activists
4/9/15	The Week in Higher Education	The week in higher education – 9 April 2015	https://www.timeshighereducation.com/news/the-week-in-higher-education-9-april-2015/2019556.article
4/3/15	JW Magazine	Enough is Enough	http://www.jwmag.org/page.aspx?pid=4076#sthash.qh8KYZR3.HX8o0NHU.dpbs
3/19/15	Yahoo.com	Viral PSA Says Witnesses To Sexual Assault Are Guilty, Too	https://www.yahoo.com/beauty/witnesses-to-sexual-assault-are-guilty-to-is-114049519242.html
2/24/15	Yahoo.com	Bikram Choudhury And Yoga Rape Culture	https://www.yahoo.com/beauty/bikram-choudhury-and-yoga-rape-culture-what-112069263727.html
3/17/15	WMUR (Potter interview)	UNH works to improve law enforcement response to sex assault	http://www.wmur.com/news/unh-works-to-improve-law-enforcement-response-to-sex-assault/31853528
1/29/15	Marketing Daily (Media Post)	Will The NFL Ever Shake Its Domestic Violence Image?	http://www.mediapost.com/publications/article/242612/will-the-nfl-ever-shake-its-domestic-violence-imag.html?edition=79706
1/29/15	Marketing Daily (Media Post)	PSAs That Pack A Punch - Domestic Violence's Star Turn	http://www.mediapost.com/publications/article/242713/psas-that-pack-a-punch-domestic-violences-star-1.html
1/28/15	Yahoo.com	What's Really Behind College 'Rape Culture'?:	https://www.yahoo.com/beauty/whats-really-behind-college-rape-culture-109414596787.html
12/23/14	Washington Post/ Herald Tribune	What to tell college-bound children about sexual assault	http://health.heraldtribune.com/2014/12/23/tell-college-bound-children-sexual-assault/
12/3/14	Washington Post	One in 5 girls will be sexually assaulted in college. Here's how to help change that.	https://www.washingtonpost.com/blogs/local/wp/2014/12/03/one-in-five-girls-will-be-raped-in-college-eight-steps-parents-can-take-to-change-that/
11/18/14	UNH Magazine	Change: UNH took a hard lesson learned—turned it into a national model for sexual assault education and prevention	http://www.unh.edu/unhtoday/2015/02/change
10/9/14	UNH Today	UNH researchers to create video game to help students end sexual violence	http://www.unh.edu/unhtoday/news/release/2014/10/09/unh-researchers-create-video-game-help-students-end-sexual-violence
Spring/ Summer 2014	The Resource: The NSVRC Newsletter	Prevention Innovations makes research to practice look easy	http://www.nsvrc.org/sites/default/files/publications_nsvrc-the-resource_spring-summer-2014.pdf
5/9/14	Inside Higher Ed	Ideas to Combat Sex Assaults	https://www.insidehighered.com/news/2014/05/09/look-three-university-research-efforts-white-house-says-can-contribute-combatting

5/8/14	International Student House Newsletter	Breaking the Silence: Addressing Sexual Assault on Campus	http://ishdc.org/news-noteworthy/breaking-silence-addressing-sexual-assault-campus/
5/1/14	UNH Today	UNH tapped to help White House Task Force end sexual assault	http://www.unh.edu/unhtoday/2014/05/unh-tapped-help-white-house-task-force-end-campus-sexual-assault
4/30/14	WMUR (Potter interview)	University of New Hampshire Helping White House With Sexual Assault Prevention	http://m.wmur.com/news/university-of-new-hampshire-helping-white-house-with-sexual-assault-prevention/25729634?utm_campaign=wmur&utm_medium=twitter&utm_source=divr.it
4/30/14	Votesmart.org	Shaheen: University of New Hampshire is Leading the Way in Efforts to Combat Sexual Assault	https://votesmart.org/public-statement/869408/shaheen-university-of-new-hampshire-is-leading-the-way-in-efforts-to-combat-sexual-assault#.V76a5DUujIU
1/16/14	UNH Today	UNH Prevention Innovations Inducted into Hall of Fame	http://www.unh.edu/unhtoday/2014/01/unh-prevention-innovations-inducted-hall-fame
6/4/13	NPR (Potter interview with Morning Edition reporter Larry Abramson)	Senate Committee Investigates Sexual Assaults In U.S. Military	http://www.npr.org/2013/06/04/188566798/senate-committee-investigates-sexual-assaults-in-u-s-military
2/13/13	UNH The College Letter	Prevention Innovations A research center dedicated to ending violence against women is building on its successes.	http://cola.unh.edu/article/2013/02/prevention-innovations
6/13/12	California Coalition Against Sexual Assault Blog	Social media and social norms: Using a multimedia campaign to change bystander behavior	http://www.calcasa.org/2012/06/social-media-and-social-norms-using-a-multimedia-campaign-to-change-bystander-behavior/
9/7/11	AP Story that ran nationally	California school adopts UNH's bystander campaign	http://www.sandiegouniontribune.com/sdut-california-school-adopts-unhs-bystander-campaign-2011sep07-story.html
9/7/11	Merced Sun-Star	UC Merced gets grant to adopt U of New Hampshire's sexual violence prevention program	http://www.mercedsunstar.com/site-services/social-media/article3260656.html
Fall 2001	UNH Magazine	Speaking Up Convincing bystanders that it's OK to intervene	http://unhmagazine.unh.edu/f11/research.html
12/7/10	NPR Morning Edition Reporter Joe Shapiro discusses the Know Your Power Social Marketing Campaign	"Administration, Congress Take Steps to Address Sexual Assaults on Campus"	http://www.npr.org/sections/twotwo-way/2010/12/08/131887810/administration-congress-take-steps-to-address-sexual-assaults-on-campus
3/4/10	NPR Talk of the Nation (Potter interview with Host Neal Conan)	The Responsibility of Bystanders	http://www.npr.org/sections/talk/2010/03/march_4th_show.html

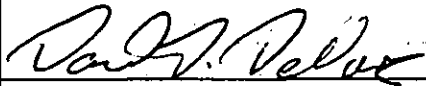
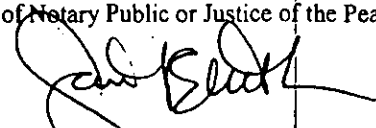

11/18/09	CBS8.com	City trying to make sense of brutal gang rape	http://www.cbs8.com/story/11529426/city-trying-to-make-sense-of-brutal-gang-rape
11/17/09	AP Story that ran in over 250 newspapers including the New York Times and Washington Post	California community trying to make sense of brutal gang rape	http://www.nola.com/news/index.ssf/2009/11/city_trying_to_make_sense_of_b.html
11/15/09	Chronicle of Higher Education	Rape-Prevention Programs Proliferate, but 'It's Hard to Know' Whether They Work	http://www.chronicle.com/article/Rape-Prevention-Programs/49151
11/4/09	Wisconsin Public Radio Morning Show	Interviewed for 1-hour on morning show.	
11/2/09	Maine Public Radio	Interviewed for <i>Maine Things Considered</i>	
4/1/07	NH Newspapers	Story describing the NH Violence Against Women Prevalence Study was the front page story in every NH Newspaper	
10/11/06	Fosters Daily Democrat	New UNH research center: Bystanders can help stop sexual violence	http://www.fosters.com/apps/pbcs.dll/article?AID=/20061011/NEWS0802/110110222

GRANT AGREEMENT


The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Belknap County Attorney's Office		1.4. Subrecipient Address 34 County Dr., Laconia, NH 03246	
1.5 Subrecipient Phone # (603) 527-5400	1.6. Account Number 02-20-201910 - 5021-072-500574	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 90,000.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 David DeVoy, Chair Board of Commissioner	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Belknap on <u>4/3/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Jamie L. Ellsworth, Notary Public My Commission Expires October 21, 2020			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	

1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By:  Assistant Attorney General, On: 4/26/18


1.17. 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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Rev. 9/2015

Page 1 of 6

Subrecipient Initial(s): 

Date: 4/26/18

information relating to all matters 12.1. covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. PERSONNEL

- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to 12.2. perform the Project. The Subrecipient 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 Subrecipient shall not hire, and it shall not permit any subcontractor, 12.3. 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 8.3. appointed.

The Grant Officer shall be the representative of the State hereunder. In the event 12.4. 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 13.

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.

Rev. 9/2015

Page 2 of 6

Between the Effective Date and the Completion Date the Subrecipient 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.

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

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the 9.2. Subrecipient 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 9.3. 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 1.17), or upon 9.4. 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. 9.5.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 10.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, 11. incurred by the Subrecipient in the performance hereof, and shall be the only, 11.1. and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3

set forth in block 1.8 of these general provisions. 11.1.4 **6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.2.**

In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or 11.2.1 municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in 11.2.2 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often 11.2.3

as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall 11.2.4 permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data 12. (as that term is hereinafter defined), and other

upon demand or upon termination of this Agreement for any reason, whichever shall first occur. 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.

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 Subrecipient notice of such termination.

EVENT OF DEFAULT: REMEDIES.

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

- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Give the Subrecipient 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 Subrecipient notice of termination; and Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

TERMINATION.

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

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

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

CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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. **22. 17. INSURANCE AND BOND.**

17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and

17.1.2 Comprehensive public 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

Subrecipient Initial(s): DD
Date: 4/13/18

personal interest or the interest of any corporation, partnership, or association 17.2. 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. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and 18. are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written 19. consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 20. 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 21. of (or which may be claimed to arise out of) the acts or

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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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 Subrecipient.

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.

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.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as

a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto. 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. 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. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initial(s): MD
Date: 4/3/18

EXHIBIT A

-SCOPE OF SERVICES-

1. Belknap County Attorney's Office as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of Crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
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
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$90,000 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

Date

DD
4/3/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials DD

Date 4/3/18

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

- i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.
<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>
- ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);
specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials

DD

Date

4/3/18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
 - b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials

DP

Date


4/13/18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials

Date


4/3/18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials 

Date 

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.

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

Subrecipient Initials



Date


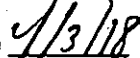
4/3/18

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials

Date

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
 - A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit statusSubgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials

DDA

Date

4/3/18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials DD

Date 4/3/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

DD

4/3/18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials

DDJ

Date

4/13/18

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials

DDJ

Date

4/3/18

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials DD
Date 4/3/18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

David DeVoy, Chair Board of Commissioners

Name and Title of Head of Agency


Signature

4/13/18
Date

Belknap County Commissioner, 34 County Drive, Laconia, NH 03246

Name and Address of Agency

Subrecipient Initials DDV

Date 4/13/18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

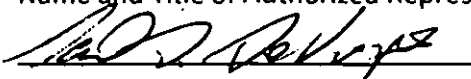
The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

David DeVoy, Chair Board of Commissioners

Name and Title of Authorized Representative



Signature

4/3/18

Date

Belknap County Commissioner, 34 County Drive, Laconia, NH 03246

Name and Address of Agency

Subrecipient Initials DD
Date 4/3/18



BELKNAP COUNTY COMMISSIONERS

34 County Drive
Laconia, NH 03246
Phone (603) 527-5400
Fax (603) 527-5409

David DeVoy
Chairman

Glen Waring
Vice-Chairman

E Hunter Taylor
Clerk

April 25, 2018

I, Glen Waring, Vice Chairman of the Commissioners, do hereby certify that:

1. I am duly elected Officer of the County of Belknap.
2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Belknap duly held on November 14, 2017:

RESOLVED: That the Chairman of the Commissioners is hereby authorized on behalf of this County to enter into the said contract with the State of New Hampshire Department of Justice and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as the 14th day of November 2017.

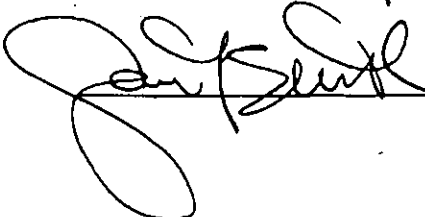
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of this 25th day of April 2018.
4. David D. DeVoy, II is the duly elected Chairman of the Commissioners of the Agency.


(Vice Chair of the Commissioners, Glen Waring)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledge before me this 25 day of April, 2018 by
Glen Waring.


(Notary Seal)

Commission Expires _____
Jamie L. Ellsworth, Notary Public
My Commission Expires October 21, 2020



BELKNAP COUNTY COMMISSIONERS
34 County Drive
Laconia, NH 03246
Phone (603) 527-5400
Fax (603) 527-5409

David DeVoy
Chairman
Sanbornton

Glen Waring
Vice-Chairman
Gilmanton

Hunter Taylor
Clerk
Alton

Commission Work Session Minutes
1:30pm November 14, 2017

In Attendance: Commissioners David DeVoy, Glen Waring and Hunter Taylor and County Administrator Debra Shackett. Also present: Lori Sharp, Accounting Manager

County Attorney, Andrew Livernois was present to explain a grant request that would fund an additional Victim Witness Advocate. The Commissioners agreed to support the grant and approved submittal of the application.

Commissioner Waring mad a motion to change health insurance carriers from NHIT to HealthTrust pending union agreements. Commissioner Taylor seconded the motion and all voted in favor.

After review of the Deeds budget, Commissioner Taylor made a motion to approve \$392,265. Commissioner Waring seconded the motion and all voted in favor.

After review of the Sheriff's budget request, Commissioner Waring made a motion to eliminate the Cable cost. Commissioner Taylor seconded the motion. The vote was 2 – 1 in favor. The Sheriff asked to remove the GPS project from his budget and clarified that he was requesting 3 radios and 2 Tasers in the New Equipment line. The Commissioners agreed to support \$12500 in that line item. They agreed on a bottom line of the Sheriff's budget of \$2,297,160. Commissioner Taylor abstained from the agreement.

They reviewed the Facilities budget and approved \$646,520.

After review of the proposed contract for architectural services for the roof replacement, Commissioner Waring made a motion to waive the bidding process and to authorize the County Administrator to sign the contract. Commissioner Taylor seconded the motion and all voted in favor.

The Commissioners agreed to a bottom line budget request for Corrections of \$4,523,784.

They made the following decisions on the Nursing Home budget:

Administration	\$1,511,720
Maintenance	652,361
Rehabilitation Services	203,815
Dietary	1,312,353

Nursing	6,394,400 (reduced wages to 2,675,000)
Physicians	741,000

Commissioner Waring made a motion to reduce Housekeeping supplies to \$23,000.
Commissioner DeVoy seconded the motion and they voted 2 - 1 in favor.

Total Nursing Home budget = \$11,929,003

The total county budget at this point = \$29,359,189.

The Commissioners adjourned the meeting at 5:07 pm.

Respectfully submitted,



Debra A. Shackett



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: Belknap County 34 County Drive Laconia, NH 03246		Member Number: 607	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2018	1/1/2019	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 4/4/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

EEOP Reporting

I, David DeVoy [responsible official], certify that Belknap County [recipient] has completed the EEO reporting tool certification form at: https://ojp.gov/about/ocr/fag_eeop.htm on 4/3/18 [Date]

I further certify that: Belknap County [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: 

Date: 4/3/18

EEO Utilization Report

Organization Information

Name: Belknap County

City: Laconia

State: NH

Zip: 03246

Type: County/Municipal Government (not law enforcement)

Tue May 09 11:30:44 EDT 2017

Step 1: Introductory Information

Policy Statement:

POLICY STATEMENT.

Belknap County is committed to promoting equal employment opportunity as part of its mission to provide fairness and equity in its employment practices. Equal Employment Opportunities will be provided for all employees and applicants. The County will make employment decisions based on merit, qualifications, abilities and other legitimate business considerations. We seek to maintain a cordial, professional work place where the dignity and respect of individuals is promoted and protected.

There are certain non-merit characteristics for which it is strictly prohibited to illegally discriminate against any individual with respect to his/her recruitment, examination, appointment, compensation, retention, fringe benefits, upgrading, training and transfer opportunities, discipline, or any phase of employment. These characteristics include sex, race, color, national origin, political opinions, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, sexual orientation or genetic information or any other legally protected category. No employee or applicant will be subject to unlawful discrimination, segregation, limitations, classifications, or deprivation in any way which would adversely affect his/her status as an employee or applicant because of the above stated personal characteristics.

Consideration of a protected status such as age or disability may occur only in cases where specific job requirements constitute a bona fide qualification necessary to proper and efficient administration. These conditions of employment will be made available to the applicant.

Step 4b: Narrative of Interpretation

After reviewing the Utilization Analysis Chart and determined 4 areas of under utilization of white males in Professionals, Protective Services - Sworn, Administrative Support and Service Maintenance. This is not surprising given the overwhelming number of women who are employed in our office support across the County, the number of LNA's employed in the nursing home and administration positions predominately held by females. We have taken a close look at our Utilization Analysis Chart. Belknap County is committed to a diverse workforce and equal employment.

The data does not show significant underutilization of any women or member of minority groups.

Step 5: Objectives and Steps

1. Belknap Countys objectives remain to continue ensure equal opportunity in employment for individuals, women and minorities in all area of employment including recruitment, applicant screening, hiring, promotion, termination, transfer and discipline.

- a. Belknap County objectives remain to continue to ensure equal opportunity in employment and we will continue to have our human resource team serve as a liaison and educational and consultative resource to departments and employees engaged in all aspects of employment including but not limited to recruitment, applicant screening, hiring, promotion, termination, transfer and discipline.
- b. The County will continue our policy of publicizing vacancies to inform as many qualified individuals as possible. The following methods of publicizing may be used as indicated by the position being considered: posting on public bulletin boards (Belknap County website & New Hampshire Technical Institute), advertising in newspapers (Laconia Daily Sun & Concord Monitor) and other appropriate publications, listing with the State Employment Service, approaching community and other organizations that may have special interest in the position.
- c. Human resources will continue to review applications and screening processes to ensure receipt of as many qualified applicants as possible. Practices are reviewed to ensure there are no barriers for applicants. Human resources annually will review applicant data to ensure diversity.

Step 6: Internal Dissemination

Examples of disseminating our EEO Utilization Report internally include but may not be limited to:

Distributing & Discussing the EEO Utilization Report with all members of the County Management team;

Posting the EEO Utilization Report on the Belknap Countys intranet; Posting information on bulletin boards in employee break areas about where a copy of the EEO Utilization Report can be located. Copies of the report are available upon request in the human resources department.

Step 7: External Dissemination

Examples of disseminating our EEO Utilization Report externally include but may not be limited to:

Posting a copy of the EEO Utilization Report on the Belknap Countys website; and Notifying applicants and contractors that the Belknap County has developed an EEO Utilization Report and that it is available on request for review by contacting human resources by phone at (603) 527-5400 or mail at 34 County Drive, Laconia NH 03246.

I understand the regulatory obligation under 28 C.F.R. ~ 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEO Utilization Report.

I have reviewed the foregoing EEO Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

Certified As Final By: Debra L. Laflamme

HR Generalist

05-02-2017

(signature)

(title)

(date)

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 applicant 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 grantee 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 Belknap County (Applicant) certifies that any funds awarded through grant number 5021-072-500574 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 Belknap County (Applicant) 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: David DeVoy/Chair Board of Commissioners

Signature: 

Date: 4/3/18

Utilization Analysis Chart
Relevant Labor Market: Belknap County, New Hampshire

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	9/45%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	11/55%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	1,475/53%	15/1%	20/1%	40/1%	40/1%	0/0%	0/0%	0/0%	1,140/41%	0/0%	0/0%	0/0%	30/1%	0/0%	4/0%	4/0%
Utilization #/%	-8%	-1%	-1%	-1%	-1%	0%	0%	0%	14%	0%	0%	0%	-1%	0%	-0%	-0%
Professionals																
Workforce #/%	5/16%	0/0%	1/3%	0/0%	0/0%	0/0%	0/0%	0/0%	20/62%	1/3%	0/0%	0/0%	5/16%	0/0%	0/0%	0/0%
CLS #/%	1,830/41%	10/0%	10/0%	0/0%	0/0%	0/0%	0/0%	0/0%	2,545/57%	10/0%	0/0%	10/0%	55/1%	0/0%	4/0%	0/0%
Utilization #/%	-25%	-0%	3%	0%	0%	0%	0%	0%	6%	3%	0%	-0%	14%	0%	-0%	0%
Technicians																
Workforce #/%	1/4%	0/0%	0/0%	0/0%	1/4%	0/0%	0/0%	0/0%	17/74%	0/0%	0/0%	1/4%	3/13%	0/0%	0/0%	0/0%
CLS #/%	335/39%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	520/61%	0/0%	0/0%	0/0%	4/0%	0/0%	0/0%	0/0%
Utilization #/%	-35%	0%	0%	0%	4%	0%	0%	0%	13%	0%	0%	4%	13%	0%	0%	0%
Protective Services: Sworn																
Workforce #/%	52/76%	0/0%	2/3%	0/0%	0/0%	0/0%	0/0%	0/0%	14/21%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	470/92%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	40/8%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	-18%	0%	3%	0%	0%	0%	0%	0%	13%	0%	0%	0%	0%	0%	0%	0%
Protective Services: Non-sworn																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
Civilian Labor Force #/%	10/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Administrative Support																
Workforce #/%	3/8%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	35/92%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	2,410/31%	10/0%	0/0%	0/0%	4/0%	0/0%	0/0%	0/0%	5,195/67%	44/1%	0/0%	0/0%	20/0%	0/0%	15/0%	4/0%
Utilization #/%	-23%	-0%	0%	0%	-0%	0%	0%	0%	25%	-1%	0%	0%	-0%	0%	-0%	-0%

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Skilled Craft																
Workforce #/%	6/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	3,185/88%	105/3%	0/0%	20/1%	10/0%	0/0%	15/0%	0/0%	300/8%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	12%	-3%	0%	-1%	-0%	0%	-0%	0%	-8%	0%	0%	0%	0%	0%	0%	0%
Service/Maintenance																
Workforce #/%	10/9%	0/0%	1/1%	0/0%	2/2%	0/0%	0/0%	0/0%	88/77%	1/1%	0/0%	0/0%	11/10%	0/0%	1/1%	0/0%
CLS #/%	3,715/48%	8/0%	0/0%	20/0%	80/1%	0/0%	15/0%	0/0%	3,580/47%	115/1%	10/0%	0/0%	65/1%	0/0%	0/0%	60/1%
Utilization #/%	-40%	-0%	1%	-0%	1%	0%	-0%	0%	30%	-1%	-0%	0%	9%	0%	1%	-1%

Significant Underutilization Chart

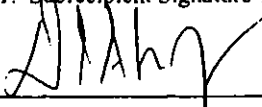
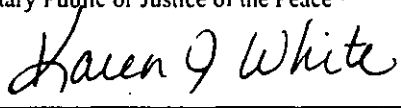
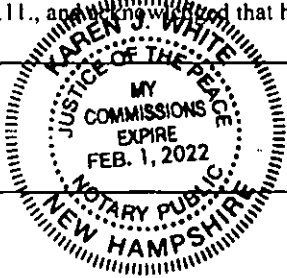
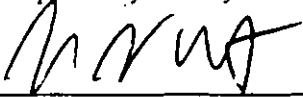
Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Professionals	✓															
Protective Services: Sworn	✓															
Administrative Support	✓															
Service/Maintenance	✓															

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301.	
1.3. Subrecipient Name NH Sullivan County Department of Corrections		1.4. Subrecipient Address 103 County Farm Road, Claremont, NH 03743	
1.5 Subrecipient Phone # (603) 542-8717	1.6. Account Number 02-20-20-201510-5021-072-500574	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 317,574.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 David A. Perry Jr. Superintendent	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Sullivan on 4/6/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/17/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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4/6/18

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
- 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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4/6/18

EXHIBIT A

-SCOPE OF SERVICES-

1. Sullivan County Department of Corrections as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$317,574 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials DD
Date 4/11/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

- i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.
<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>
- ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);
specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials DB

Date 4/16/18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
2. Reports and Certifications Required:
 - a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
 - b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials DB

Date 4/6/18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials DB

Date 4/6/18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials DB

Date 4/1/16

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.

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

Subrecipient Initials DB

Date 4/9/18

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials DB

Date 4/6/15

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials DB

Date 4/6/18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials

DB

Date

4/6/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials DB
Date 4/6/18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period --may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials DB

Date 4/10/18

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials MB

Date 4/16/18

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials DB

Date 4/6/18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

David A. Beatty Jr. Superintendent
Name and Title of Head of Agency

[Signature] 4/6/18
Signature Date

Sullivan County Department of Corrections 103 County Farm Road
Name and Address of Agency Claremont, NH 03743

Subrecipient Initials DB
Date 4/6/18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

David A Berry Jr. Superintendent

Name and Title of Authorized Representative

[Signature]

4/6/18

Signature

Date

103 County Farm Rd
Claremont, NH 03743

Sullivan County Department of Corrections

Name and Address of Agency

Name and Address of Agency

Subrecipient Initials DB

Date 4/6/18

CERTIFICATE OF VOTE/AUTHORITY

I, **George Hebert** of the **County of Sullivan, NH**, do hereby certify that:


1. I am the duly elected **Commissioner Clerk** of the (Corporation:) **County of Sullivan, NH**;
2. I maintain and have custody of and am familiar with the seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
4. The following are true, accurate and complete copies of the resolutions duly adopted by the Corporation at a meeting of the **Commissioners** held in accordance with New Hampshire State laws on **Friday, April 6th, 2018**;

RESOLVED: That this Corporation may enter into any and all agreements and contracts, amendments, renewals, revisions or modifications thereto, with the NH Department of Justice.

RESOLVED: That the **County Department of Corrections Superintendent** is hereby authorized on behalf of this corporation to enter into said agreements and contracts with the NH Department of Justice, for the *VOCA Victim Information & Notification Everyday* (VINE) Program Grant Agreement in the amount of \$317,574, and to execute any and all documents, agreements, contracts, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. **David A. Berry Jr.** is the duly appointed **County Department of Corrections Superintendent** of the Corporation.

5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **April 6th, 2018**.

IN WITNESS WHEREOF, I have hereunto set my hand as the **Commissioner Clerk** of the **County of Sullivan, NH** this **6th** day of **April** 2018.



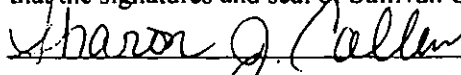
George Hebert, Board of Commissioner Clerk

STATE OF **NH**
COUNTY OF SULLIVAN

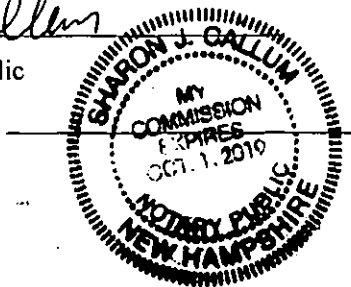
(SEAL OF COUNTY OF SULLIVAN, NH)

NOTARY:

The undersigned hereby certifies that the foregoing *Certificate of Vote* is the instrument described therein, that the signatures and seal of Sullivan County on this Certificate of Vote are genuine.


Justice of the Peace/Notary Public

My commission expires:



(Notary Seal)



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Sullivan County 14 Main Street Newport, NH 03773		Member Number: 606	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.					

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
New Hampshire Department of Justice 33 Capitol St Concord, NH 03301				By: <i>Tammy Downs</i>
				Date: 4/4/2018 tdenver@nhprimex.org
				Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Sullivan County 14 Main Street Newport, NH 03773	Member Number: 606	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not
<input type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

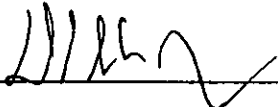
Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 4/4/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
New Hampshire Department of Justice 33 Capitol St Concord, NH 03301			

EEO Reporting

I, David A Berry Jr. [responsible official], certify that
David A. Berry Jr. [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eoop.htm on 4-6-18 [Date]

I further certify that: David A Berry Jr. [recipient] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: 

Date: 4-6-18

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 applicant 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 grantee 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 David A. Berry Jr (Applicant) certifies that any funds awarded through grant number ⁵⁰²⁻²⁰⁻²⁰⁻²⁰¹⁵¹⁰⁻5021-072-300574 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 David A. Berry Jr (Applicant) 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: David A. Berry Jr. Superintendent.

Signature:  Date: 4-6-15

SULLIVAN COUNTY, NEW HAMPSHIRE

Annual Financial Statements

For the Year Ended June 30, 2017

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	3
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	10
Statement of Activities	11
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet	12
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities in the Statement of Net Position	13
Statement of Revenues, Expenditures, and Changes in Fund Balances	14
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	15
Statement of Revenues and Other Sources, and Expenditures and Other Uses - Budget and Actual - All Budgeted Funds	16
Proprietary Funds:	
Statement of Net Position	17
Statement of Revenues, Expenses, and Changes in Fund Net Position	18
Statement of Cash Flows	19
Notes to Financial Statements	20
REQUIRED SUPPLEMENTARY INFORMATION:	
OPEB:	
Schedule of OPEB Funding Progress (GASB 45)	42
Pension:	
Schedule of Proportionate Share of the Net Pension Liability (GASB 68)	43
Schedule of Pension Contributions (GASB 68)	44



INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
Sullivan County, New Hampshire

Additional Offices:

Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of Sullivan County, New Hampshire, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise Sullivan County, New Hampshire's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of Sullivan County, New Hampshire, as of June 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for all budgeted funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, and the OPEB and Pension schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

Melanson Heath

October 10, 2017

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Sullivan County, New Hampshire (the County), we offer readers this narrative overview and analysis of the financial activities of Sullivan County for the fiscal year ended June 30, 2017.

A. OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to financial statements. This report also contains required supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all assets, liabilities, and deferred outflows/inflows, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation and earned time leave).

The governmental activities include general government, public safety, corrections, human services, cooperative extension, and nursing home.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. The accounts of the County are reported as governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the County's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

An annual appropriated budget is adopted for all funds. A budgetary comparison statement has been provided for all funds to demonstrate compliance with this budget.

Proprietary funds. Proprietary fund reporting focuses on the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. The proprietary fund category includes internal service funds.

Internal service funds are an accounting device used to accumulate and allocate costs internally among various functions. Specifically, internal service funds are used to account for the County's self-insured employee dental program. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which is required to be disclosed by the accounting principles generally accepted in the United States of America.

B. FINANCIAL HIGHLIGHTS

- As of the close of the current fiscal year, the total of assets and deferred outflows exceeded liabilities and deferred inflows by \$7,574,133 (i.e., net position), a change of \$(926,886) in comparison to the prior year.
- As of the close of the current fiscal year, governmental funds reported combined ending fund balances of \$12,096,015, a change of \$(501,116) in comparison to the prior year.
- At the end of the current fiscal year, the fund balance for the General Fund was \$11,984,242, a change of \$(545,166) in comparison to the prior year.

C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of condensed government-wide financial data for the current and prior fiscal years.

	<u>NET POSITION</u>	
	Governmental <u>Activities</u>	
	<u>2017</u>	<u>2016</u>
Current assets	\$ 13,976,893	\$ 13,790,216
Capital assets	<u>15,074,199</u>	<u>15,304,041</u>
Total assets	29,051,092	29,094,257
Deferred outflows	4,927,851	1,475,535
Current liabilities	2,976,039	2,299,005
Noncurrent liabilities	<u>23,201,988</u>	<u>19,130,844</u>
Total liabilities	26,178,027	21,429,849
Deferred inflows	226,783	638,924
Net position:		
Net investment in capital assets	10,691,589	10,069,840
Restricted	1,971,529	1,900,741
Unrestricted	<u>(5,088,985)</u>	<u>(3,469,562)</u>
Total net position	<u>\$ 7,574,133</u>	<u>\$ 8,501,019</u>

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. At the close of the most recent fiscal year, total net position was \$7,574,133, a change of \$(926,886) from the prior year.

The largest portion of net position, \$10,789,389, reflects our investment in capital assets (e.g., land, buildings and improvements, equipment and furnishings, vehicles, and construction in progress), less any related debt used to acquire those assets that is still outstanding. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of net position, \$1,971,529, represents resources that are subject to external restrictions on how they may be used.

CHANGE IN NET POSITION

	Governmental Activities	
	<u>2017</u>	<u>2016</u>
Revenues:		
Program revenues:		
Charges for services	\$ 15,327,505	\$ 15,227,788
Operating grants and contributions	510,720	642,479
Capital grants and contributions - Biomass	-	15,000
General revenues:		
County taxes	12,944,962	12,944,962
Investment income	44,444	34,307
Miscellaneous	522,415	603,798
Total revenues	<u>29,398,980</u>	<u>29,468,334</u>
Expenses:		
General government	3,882,622	3,584,574
Public safety	900,536	793,887
Corrections	4,733,423	4,315,745
Human services	5,775,470	5,730,496
Cooperative extension	460,396	407,190
Nursing home	14,422,079	13,095,282
Interest	151,340	177,615
Total expenses	<u>30,325,866</u>	<u>28,104,789</u>
Change in net position	(926,886)	1,363,545
Net position - beginning of year	<u>8,501,019</u>	<u>7,137,474</u>
Net position - end of year	<u>\$ 7,574,133</u>	<u>\$ 8,501,019</u>

Governmental activities. Governmental activities for the year resulted in a change in net position of \$(926,886). Key elements of this change are as follows:

Governmental funds operating results	\$	(491,116)
Internal service fund operations		(29,426)
Purchase of capital assets		791,589
Depreciation expense in excess of principal debt service		(147,424)
Changes in long-term liabilities:		
Accrued interest on bonds payable		15,617
Compensated absences		(6,439)
Net OPEB obligation		(69,942)
Net pension liability and related items		(967,330)
Loss on disposal of assets		(22,415)
Total	\$	<u>(926,886)</u>

D. FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, governmental funds reported combined ending fund balances of \$12,096,015, a change of \$(501,116) in comparison to the prior year. Key elements of this change are as follows:

General Fund operating results	\$	(487,868)
Nonmajor Governmental Funds operating results		(3,248)
Transfer to Internal Service Fund		(10,000)
Total	\$	<u>(501,116)</u>

The General Fund is the chief operating fund. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$5,907,799, while total fund balance was \$11,984,242. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total budgeted expenditures. Refer to the table below.

<u>General Fund</u>	<u>6/30/17</u>	<u>6/30/16</u>	<u>Change</u>	<u>Percentage of Total Budgeted Expenditures</u>
Unassigned fund balance	\$ 5,907,799	\$ 5,895,139	\$ 12,660	18.5%
Total fund balance	\$ 11,984,242	\$ 12,529,408	\$ (545,166)	37.5%

The total fund balance of all governmental funds changed by \$(501,116) during the current fiscal year. Key factors in this change are as follows:

Revenues in excess of budget	\$ 756,166
Expenditures less than appropriations	2,020,856
Current year encumbrances	94,860
Use of fund balance - reduce taxes	(2,501,576)
Use of fund balance - capital projects	(422,000)
Use of fund balance - prior year reserves	(439,422)
Transfer to internal service fund	(10,000)
Total	\$ <u>(501,116)</u>

Included in the General Fund is the County's Delegation voted reserve fund with the following balance:

	<u>6/30/17</u>	<u>6/30/16</u>	<u>Change</u>
Capital reserve	\$ 1,608,460	\$ 930,535	\$ 677,925

E. BUDGETARY HIGHLIGHTS

Differences between the original and the final amended budget resulted in an overall increase in appropriations of \$439,422. This change relates to a use of voted reserves (fund balance) for various purposes.

F. CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets. Total investment in capital assets for governmental activities at year-end amounted to \$15,074,199 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, equipment and furnishings, vehicles, and construction in progress.

Additional information on capital assets can be found in the Notes to Financial Statements.

Long-term debt. At the end of the current fiscal year, total bonded debt outstanding was \$4,284,810, which relates to the corrections facility upgrade and the biomass project, which is backed by the full faith and credit of the County.

Additional information on long-term debt can be found in the Notes to Financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Sullivan County's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Sullivan County, New Hampshire
14 Main Street
Newport, New Hampshire 03773

SULLIVAN COUNTY, NEW HAMPSHIRE

STATEMENT OF NET POSITION

JUNE 30, 2017

	Governmental Activities
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	
Current:	
Cash and short-term investments	\$ 10,766,006
Restricted cash	1,368,752
Accounts receivable, net of allowances	1,586,919
Prepaid expenses	197,743
Inventory	<u>57,473</u>
Total current assets	13,976,893
Noncurrent:	
Capital Assets:	
Land	403,430
Construction in progress	77,100
Capital assets, net of accumulated depreciation	<u>14,593,669</u>
Total noncurrent assets	<u>15,074,199</u>
TOTAL ASSETS	29,051,092
Deferred Outflows of Resources - Pension Related	<u>4,927,851</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	33,978,943
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	
Current:	
Accounts payable	1,527,438
Accrued liabilities	241,588
Other liabilities	209,664
Incurred but not reported claims liability	19,989
Current portion of noncurrent liabilities:	
Bonds payable	855,810
Compensated absences	<u>121,550</u>
Total current liabilities	2,976,039
Noncurrent:	
Bonds payable, net of current portion	3,526,800
Compensated absences	258,552
Net OPEB obligation	1,457,230
Net pension liability	<u>17,959,406</u>
Total noncurrent liabilities	<u>23,201,988</u>
TOTAL LIABILITIES	26,178,027
Deferred Inflows of Resources - Pension Related	<u>226,783</u>
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	26,404,810
NET POSITION	
Net investment in capital assets	10,691,589
Restricted	1,971,529
Unrestricted	<u>(5,088,985)</u>
TOTAL NET POSITION	\$ <u>7,574,133</u>

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

SULLIVAN COUNTY, NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2017

	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expenses) Revenues and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Governmental Activities:					
General government	\$ 3,882,622	\$ 358,949	\$ 129,758	\$ -	\$ (3,392,915)
Public safety	900,536	186,050	91,787	-	(622,699)
Corrections	4,733,423	67,776	38,961	-	(4,626,686)
Human services	5,775,470	-	250,214	-	(5,525,256)
Cooperative extension	460,396	-	-	-	(460,396)
Nursing home	14,422,079	14,713,730	-	-	291,651
Interest	151,340	-	-	-	(151,340)
Total Governmental Activities	\$ 30,325,866	\$ 15,327,505	\$ 510,720	\$ -	(14,487,641)
		General Revenues:			
		County taxes			12,944,962
		Grants and contributions not restricted to specific programs			48,934
		Investment income			44,444
		Miscellaneous			522,415
		Total general revenues			13,560,755
		Change in Net Position			(926,886)
		Net Position:			
		Beginning of year			8,501,019
		End of year			\$ 7,574,133

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

SULLIVAN COUNTY, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2017

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS			
Cash and short-term investments	\$ 10,674,346	\$ 91,660	\$ 10,766,006
Restricted cash	1,368,752	-	1,368,752
Accounts receivable, net of allowances	1,535,766	51,153	1,586,919
Due from other funds	12,218	-	12,218
Prepaid expenses	197,743	-	197,743
Inventory	57,473	-	57,473
	<u>13,846,298</u>	<u>142,813</u>	<u>13,989,111</u>
TOTAL ASSETS	\$ 13,846,298	\$ 142,813	\$ 13,989,111
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 1,516,719	\$ 10,719	\$ 1,527,438
Accrued liabilities	155,994	-	155,994
Other liabilities	189,343	20,321	209,664
	<u>1,862,056</u>	<u>31,040</u>	<u>1,893,096</u>
TOTAL LIABILITIES	1,862,056	31,040	1,893,096
Fund Balances:			
Nonspendable	255,216	-	255,216
Restricted	1,809,051	162,478	1,971,529
Committed	1,608,460	-	1,608,460
Assigned	2,403,716	-	2,403,716
Unassigned	5,907,799	(50,705)	5,857,094
	<u>11,984,242</u>	<u>111,773</u>	<u>12,096,015</u>
TOTAL FUND BALANCES	11,984,242	111,773	12,096,015
TOTAL LIABILITIES AND FUND BALANCES	\$ 13,846,298	\$ 142,813	\$ 13,989,111

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

SULLIVAN COUNTY, NEW HAMPSHIRE

RECONCILIATION OF TOTAL GOVERNMENTAL FUND
BALANCES TO NET POSITION OF GOVERNMENTAL
ACTIVITIES IN THE STATEMENT OF NET POSITION

JUNE 30, 2017

Total governmental fund balances	\$ 12,096,015
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	15,074,199
• Deferred outflows of resources from net pension liability.	4,927,851
• Internal service funds are used by management to account for its self-insured dental insurance program. The assets and liabilities of the internal service funds are included as governmental activities in the Statement of Net Position.	(32,207)
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.	(85,594)
• Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:	
Bonds payable and related premium	(4,382,610)
Compensated absences	(380,102)
Net OPEB obligation	(1,457,230)
Net pension liability	(17,959,406)
• Deferred inflows of resources from net pension liability.	<u>(226,783)</u>
Net position of governmental activities	<u>\$ 7,574,133</u>

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

SULLIVAN COUNTY, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2017

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:			
County taxes	\$ 12,944,962	\$ -	\$ 12,944,962
Nursing home	14,713,730	-	14,713,730
Charges for services	613,775	-	613,775
Intergovernmental	153,203	357,517	510,720
Investment income	44,444	-	44,444
Miscellaneous	478,319	23,983	502,302
Total Revenues	<u>28,948,433</u>	<u>381,500</u>	<u>29,329,933</u>
Expenditures:			
Current:			
General government	3,492,368	-	3,492,368
Public safety	982,821	15	982,836
Corrections	4,084,160	40,327	4,124,487
Human services	5,417,730	344,406	5,762,136
Cooperative extension	450,105	-	450,105
Nursing home	13,506,703	-	13,506,703
Capital outlay	516,467	-	516,467
Debt service:			
Principal	818,991	-	818,991
Interest	166,956	-	166,956
Total Expenditures	<u>29,436,301</u>	<u>384,748</u>	<u>29,821,049</u>
Excess (deficiency) of revenues over expenditures	(487,868)	(3,248)	(491,116)
Other Financing Sources (Uses):			
Transfers:			
To internal service fund	(10,000)	-	(10,000)
To grant funds	(20,298)	20,298	-
Close grant funds	(27,000)	27,000	-
Total Other Financing Sources (Uses)	<u>(57,298)</u>	<u>47,298</u>	<u>(10,000)</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(545,166)	44,050	(501,116)
Fund Equity, at Beginning of Year	<u>12,529,408</u>	<u>67,723</u>	<u>12,597,131</u>
Fund Equity, at End of Year	<u>\$ 11,984,242</u>	<u>\$ 111,773</u>	<u>\$ 12,096,015</u>

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

SULLIVAN COUNTY, NEW HAMPSHIRE

**RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**

FOR THE YEAR ENDED JUNE 30, 2017

Net changes in fund balances - Total governmental funds	\$ (501,116)																										
<ul style="list-style-type: none"> • Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense: <table style="width: 100%; margin-left: 40px;"> <tr> <td style="width: 80%;">Capital outlay</td> <td style="text-align: right;">791,589</td> </tr> <tr> <td>Loss on disposal of assets</td> <td style="text-align: right;">(22,415)</td> </tr> <tr> <td>Depreciation</td> <td style="text-align: right;">(999,015)</td> </tr> </table> • The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net position: <table style="width: 100%; margin-left: 40px;"> <tr> <td style="width: 80%;">Repayments of bonds payable</td> <td style="text-align: right;">818,991</td> </tr> <tr> <td>Amortization of bond premium</td> <td style="text-align: right;">32,600</td> </tr> </table> • In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due. <table style="width: 100%; margin-left: 40px;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right;">15,617</td> </tr> </table> • Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds: <table style="width: 100%; margin-left: 40px;"> <tr> <td style="width: 80%;">Compensated absences</td> <td style="text-align: right;">(6,439)</td> </tr> <tr> <td>Net OPEB obligation</td> <td style="text-align: right;">(69,942)</td> </tr> <tr> <td colspan="2">GASB 68 net pension liability changes:</td> </tr> <tr> <td style="padding-left: 20px;">Net pension liability</td> <td style="text-align: right;">(4,831,786)</td> </tr> <tr> <td style="padding-left: 20px;">Deferred outflows of resources</td> <td style="text-align: right;">3,452,316</td> </tr> <tr> <td style="padding-left: 20px;">Deferred inflows of resources</td> <td style="text-align: right;">412,140</td> </tr> </table> • Internal service funds are used by management to account for its self-insured dental insurance program. The net activity of internal service funds is reported as a governmental activity. <table style="width: 100%; margin-left: 40px;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right;"><u>(19,426)</u></td> </tr> </table> 		Capital outlay	791,589	Loss on disposal of assets	(22,415)	Depreciation	(999,015)	Repayments of bonds payable	818,991	Amortization of bond premium	32,600		15,617	Compensated absences	(6,439)	Net OPEB obligation	(69,942)	GASB 68 net pension liability changes:		Net pension liability	(4,831,786)	Deferred outflows of resources	3,452,316	Deferred inflows of resources	412,140		<u>(19,426)</u>
Capital outlay	791,589																										
Loss on disposal of assets	(22,415)																										
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Deferred outflows of resources	3,452,316																										
Deferred inflows of resources	412,140																										
	<u>(19,426)</u>																										
Change in net position of governmental activities	\$ <u>(926,886)</u>																										

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

SULLIVAN COUNTY, NEW HAMPSHIRE

ALL BUDGETED FUNDS

STATEMENT OF REVENUES AND OTHER SOURCES, AND EXPENDITURES AND OTHER USES - BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2017

	Budgeted Amounts			Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original Budget	From Prior Years' Budgets	Transfers			
Revenues:						
General Fund:						
County taxes	\$ 12,944,982	\$ -	\$ -	\$ 12,944,982	\$ 12,944,982	\$ -
Nursing home	14,180,737	-	-	14,180,737	14,713,730	532,993
Charges for services	624,502	-	-	624,502	613,775	(10,727)
Intergovernmental	180,465	-	-	180,465	153,203	(27,262)
Investment income	25,000	-	-	25,000	44,444	19,444
Miscellaneous	310,955	-	-	310,955	478,318	167,364
Other Funds:						
Grants	327,146	-	-	327,146	381,500	54,354
Total Revenues	28,573,767	-	-	28,573,767	29,329,933	756,166
Expenditures:						
General Fund:						
Current:						
General government	3,657,173	15,781	20,769	3,693,703	3,499,858	193,845
Public safety	1,080,812	-	-	1,080,812	982,821	107,991
Corrections	4,844,218	2,873	(15,000)	4,831,889	4,165,130	666,759
Human services	5,370,116	31,250	16,500	5,417,866	5,417,730	136
Cooperative extension	458,285	8,830	-	467,115	450,105	17,010
Nursing home	13,960,324	109,471	-	14,069,795	13,506,703	563,092
Capital outlay	783,026	271,437	(22,269)	1,032,194	522,867	509,327
Debt service:						
Principal	818,991	-	-	818,991	818,991	-
Interest	166,956	-	-	166,956	166,956	-
Other Funds:						
Grants	347,444	-	-	347,444	384,748	(37,304)
Total Expenditures	31,497,343	439,422	-	31,936,765	29,915,909	2,020,856
Excess (deficiency) of revenues over expenditures before other financing sources	(2,923,576)	(439,422)	-	(3,362,998)	(585,976)	2,777,022
Other Financing Sources:						
Use of fund balance - reduce taxes	2,501,576	-	-	2,501,576	2,501,576	-
Use of fund balance - capital projects	422,000	-	-	422,000	422,000	-
Use of fund balance - prior year reserves	-	439,422	-	439,422	439,422	-
Total Other Financing Sources	2,923,576	439,422	-	3,362,998	3,362,998	-
Excess of revenues and other financing sources over expenditures	\$ -	\$ -	\$ -	\$ -	\$ 2,777,022	\$ 2,777,022

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

SULLIVAN COUNTY, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF NET POSITION

JUNE 30, 2017

	Internal Service Fund
LIABILITIES	
Current:	
Due to other funds	\$ 12,218
Incurred but not reported claims liability	<u>19,989</u>
Total current liabilities	<u>32,207</u>
TOTAL LIABILITIES	<u>32,207</u>
NET POSITION	
Unrestricted	<u>(32,207)</u>
TOTAL NET POSITION	<u>\$ (32,207)</u>

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

SULLIVAN COUNTY, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION

FOR THE YEAR ENDED JUNE 30, 2017

	Internal Service Fund
Operating Revenues:	
Employee and employer contributions	\$ <u>113,707</u>
Total Operating Revenues	113,707
Operating Expenses:	
Claims	122,690
Administrative fees	<u>20,443</u>
Total Operating Expenses	<u>143,133</u>
Operating Loss	(29,426)
Transfers:	
Transfers in	<u>10,000</u>
Change in Net Position	(19,426)
Net Position at Beginning of Year	<u>(12,781)</u>
Net Position at End of Year	\$ <u><u>(32,207)</u></u>

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

SULLIVAN COUNTY, NEW HAMPSHIRE

PROPRIETARY FUNDS

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2017

	Internal Service Fund
<u>Cash Flows From Operating Activities:</u>	
Receipts from interfund services provided	\$ 113,707
Payments of benefits and expenses	<u>(140,379)</u>
Net Cash Used For Operating Activities	(26,672)
<u>Cash Flows From Noncapital Financing Activities:</u>	
Transfers in	10,000
Increase in due from other funds	<u>12,218</u>
Net Cash Provided By Noncapital Financing Activities	22,218
Net Change in Cash and Short-Term Investments	(4,454)
Cash and Short-Term Investments, Beginning of Year	<u>4,454</u>
Cash and Short-Term Investments, End of Year	<u>\$ -</u>
Reconciliation of Operating Loss to Net Cash Used For Operating Activities:	
Operating loss	\$ (29,426)
Adjustments to reconcile operating loss to net cash used for operating activities:	
Incurred but not reported claims liability	<u>2,754</u>
Net Cash Used By Operating Activities	<u>\$ (26,672)</u>

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

SULLIVAN COUNTY, NEW HAMPSHIRE

Notes to Financial Statements

1. Summary of Significant Accounting Policies

The accounting policies of Sullivan County, New Hampshire (the County) conform to generally accepted accounting principles (GAAP) as applicable to governmental units. The following is a summary of the more significant policies:

A. Reporting Entity

The County is a municipal corporation governed by an elected Board of Commissioners. As required by generally accepted accounting principles, these financial statements present the County and applicable component units for which the County is considered to be financially accountable. In fiscal year 2017, it was determined that no entities met the required GASB 14 (as amended) criteria of component units.

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Fund Financial Statements

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*; as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Generally, all other revenue items are considered to be measurable and available only when cash is received by the County. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The County reports the following major governmental fund:

- The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the government, except those required to be accounted for in another fund.

The proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Under this method, revenues are recognized when earned and expenses are recorded when liabilities are incurred.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

The *Self-Insured Employee Dental Program* is reported as an internal service fund in the accompanying financial statements.

D. Cash and Short-Term Investments

Cash balances from all funds, except those required to be segregated by law, are combined to form a consolidation of cash. Cash balances are invested to the extent available, and interest earnings are recognized in the General Fund. Certain special revenue funds segregate cash, and investment earnings become a part of those funds.

Deposits with financial institutions consist primarily of demand deposits, certificates of deposits, and savings accounts. A cash and investment pool is maintained that is available for use by all funds. Each fund's portion of this pool is reflected on the combined financial statements under the caption "cash and short-term investments". The interest earnings attributable to each fund type are included under investment income.

For the purpose of the Statement of Cash Flows, the proprietary funds consider investments with original maturities of three months or less to be short-term investments.

E. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds".

F. Inventory

Inventory is valued at cost using the first-in/first-out (FIFO) method.

G. Capital Assets

Capital assets, which include land, buildings and improvements, equipment and furnishings, vehicles, and construction in progress, are reported in the government-wide financial statements. Capital assets are defined by the County as assets with an initial individual cost of more than \$500 for assets acquired for use in the Nursing Home, and \$5,000 for all other assets, and an estimated useful life in excess of five years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of

capital assets is included as part of the capitalized value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and improvements	20 - 40
Equipment and furnishings	5
Vehicles	5

H. Compensated Absences

It is the County's policy to permit employees to accumulate earned but unused vacation and earned time pay benefits. All vested vacation and earned time pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

I. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities Statement of Net Position.

J. Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance". Fund equity for all other reporting is classified as "net position".

Fund Balance - Generally, fund balance represents the difference between current assets/deferred outflows and current liabilities/deferred inflows. The County reserves those portions of fund balance that are legally segregated for a specific future use or which do not represent available, spendable resources and, therefore, are not available for appropriation or expenditure. Unassigned fund balance indicates that portion of fund balance that is available for appropriation in future periods.

When an expenditure is incurred that would qualify for payment from multiple fund balance types, the County uses the following order to liquidate liabilities: restricted, committed, assigned, and unassigned.

Net Position - Net position represents the difference between assets/deferred outflows and liabilities/deferred inflows. Net investment in capital assets consist of capital assets, net of accumulated deprecia-

tion, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The remaining net position is reported as unrestricted.

K. Fund Balance Policy

There is no rule or law in New Hampshire that governs the level of fund balance for counties. However, by looking at other guidelines that exist and by comparing the County to other counties in the state and in other states, the County arrived at a policy that fits the County's needs and standards:

- 1) The NH Department of Revenue Administration recommends that municipalities maintain a fund balance that represents between 5% and 10% of its total annual appropriations, including municipal, school, and county obligations.
- 2) The Government Finance Officer Association recommends as a best practice that "general-purpose governments, regardless of size, maintain unrestricted fund balance in their General Fund of no less than two months of regular General Fund operating revenues or regular General Fund operating expenditures. Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the General Fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the General Fund at any one time". Two months of operating revenues for the County is approximately \$5 million, including all operations. Operations funded by the General Fund are approximately \$2,600,000, which is approximately 15% of Budgeted General Fund appropriations.

Through this fund balance policy, the County will endeavor to achieve and maintain an unassigned fund balance that is between 8% and 16% of its annual general fund budgeted appropriations, which represents one to two months of operations. In conjunction with this goal, the County will also endeavor to fund its long-term capital improvements plan, as well as annually assign fund balance specifically to address any unanticipated shortfalls in budgeted revenues for Sullivan County Health Care. The recommended amount to be assigned for Sullivan County Health Care is also 8% to 16% of the nursing home fund budget (one to two months of operations, between \$1-2 million).

L. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures for contingent assets and liabilities at the date of the basic financial statements and the reported amounts of the revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.

2. Stewardship, Compliance and Accountability

A. Budgetary Information

The County follows the following procedures establishing the budgetary data reflected in the basic financial statements:

- Prior to May 1st, the County departments submit to the County Commissioners a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them.
- Hearings are conducted by the County Commissioners prior to the County's budget meeting to discuss the proposed budget.
- The budget is legally enacted by the County Delegation prior to September 1st.
- Appropriations for certain projects and specific items not fully expended at the fiscal year-end are carried forward as continued appropriations to the new fiscal year in which they supplement the appropriations of that year.
- The budgets for all departments and operations of the County are prepared under the direction of the County Commissioners. Original appropriations are acted upon by the County Delegation vote.
- A copy of the budget is published in the Annual Report of Sullivan County, New Hampshire.

B. Budgetary Basis

The final appropriation appearing on the "Budget and Actual" page of the fund financial statements represents the final amended budget after all reserve fund and line item transfers.

C. Budget/GAAP Reconciliation

Budgetary data is based upon accounting principles that differ from generally accepted accounting principles (GAAP). Therefore, in addition to the GAAP basis financial statements, the results of operations are presented in accordance with budgetary accounting principles to provide a meaningful comparison with budgetary data.

The following is a summary of the adjustments made to the actual revenues and other sources, and expenditures and other uses, to conform to the budgetary basis of accounting.

<u>All Budgeted Funds</u>	<u>Revenues and and Other Financing Sources</u>	<u>Expenditures and Other Financing Uses</u>
Revenues/Expenditures (GAAP Basis)	\$ 29,329,933	\$ 29,821,049
To record current year appropriation carryforwards	-	94,860
Budgetary Basis	<u>\$ 29,329,933</u>	<u>\$ 29,915,909</u>

D. Deficit Fund Equity

The following funds had deficit balances as of June 30, 2017:

<u>Fund Number</u>	<u>Fund Name</u>	<u>Deficit</u>
605	NH State RSAT for DOC	\$ (481)
609	DOJRSAT	(1,345)
745	Drug task force	(4,174)
927	RPHN website development	(244)
932	NH Juvenile court diversion program	(18,090)
935	RPHN COC	(15,771)
936	RPHN SUD & CHIP	(6,429)
937	CDBG Earle Bourden Centre	(253)
979	SCFBSATI	(3,270)
982	RPHNS - Immunization	(648)
	Total	<u>\$ (50,705)</u>

The deficits in these funds will be eliminated through future revenues and transfers from other funds.

3. Cash and Short-Term Investments

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of a bank failure, the County's deposits may not be returned to it. RSA 29:1, II states, "the amount collected funds on deposit in any one bank shall not at any time exceed the sum of its paid-up capital and surplus". The County does not have a deposit policy for custodial credit risk.

As of June 30, 2017, \$1,546,626 of the County's bank balance of \$12,785,061 was exposed to custodial credit risk as uninsured or uncollateralized.

4. Restricted Cash

Restricted cash represents cash and cash equivalents where use is limited by legal requirements. As of June 30, 2017, cash is restricted for the following:

Capital reserve fund	\$	940,210
Registry of Deeds accounts		199,922
Nursing Home resident funds		93,574
Health reimbursement account		68,469
Inmate funds		34,534
Conservation District		17,390
Sheriff accounts		3,570
Nursing Home trust funds		<u>11,083</u>
Total	\$	<u>1,368,752</u>

5. Allowance for Doubtful Accounts and Contractual Allowances

The allowance for doubtful accounts for Nursing Home receivables has been estimated at approximately \$94,000 at June 30, 2017. Nursing Home receivables are also reported net of contractual allowances.

6. Capital Assets

Capital asset activity for the year ended June 30, 2017 was as follows (in thousands):

	Beginning Balance	Increases	Decreases	Adjustments	Ending Balance
Governmental Activities:					
Capital assets, being depreciated:					
Buildings and improvements	\$ 26,747	\$ 331	\$ -	\$ 419	\$ 27,497
Equipment and furnishings	4,117	244	-	16	4,377
Vehicles	519	191	(112)	-	598
Total capital assets, being depreciated	31,383	766	(112)	435	32,472
Less accumulated depreciation for:					
Buildings and improvements	(12,795)	(823)	-	-	(13,618)
Equipment and furnishings	(3,714)	(115)	-	-	(3,829)
Vehicles	(460)	(61)	90	-	(431)
Total accumulated depreciation	(16,969)	(999)	90	-	(17,878)
Total capital assets, being depreciated, net	14,414	(233)	(22)	435	14,594
Capital assets, not being depreciated:					
Land	403	-	-	-	403
Construction in progress	487	25	-	(435)	77
Total capital assets, not being depreciated	890	25	-	(435)	480
Governmental activities capital assets, net	\$ 15,304	\$ (208)	\$ (22)	\$ -	\$ 15,074

Depreciation expense was charged to functions of the County as follows (in thousands):

Governmental Activities:	
General government	\$ 204
Public safety	5
Corrections	276
Nursing home	514
Total depreciation expense - governmental activities	\$ 999

7. Deferred Outflows of Resources

Deferred outflows of resources represent the consumption of net position by the County that is applicable to future reporting periods. Deferred outflows of resources have a positive effect on net position, similar to assets. Deferred outflows of resources related to pension, in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions, are more fully discussed in Note 12.

8. Long-Term Debt

A. General Obligation Bonds

The County issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds currently outstanding are as follows:

<u>Governmental Activities:</u>	<u>Serial Maturities Through</u>	<u>Interest Rate(s) %</u>	<u>Amount Outstanding as of 6/30/17</u>
Corrections facility upgrades	01/15/20	2.62%	\$ 1,965,000
Biomass project	08/22/28	2.50%	<u>2,319,810</u>
Total Governmental Activities			<u>\$ 4,284,810</u>

B. Future Debt Service

The annual payments to retire all general obligation long-term debt outstanding and notes payable as of June 30, 2017 are as follows:

<u>Bonds Payable</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 823,210	\$ 136,538	\$ 959,748
2019	827,358	106,190	933,548
2020	831,666	75,681	907,347
2021	181,039	45,109	226,148
2022	185,649	40,498	226,147
2023 - 2027	1,000,012	130,725	1,130,737
2028 - 2029	<u>435,876</u>	<u>16,418</u>	<u>452,294</u>
Total	<u>\$ 4,284,810</u>	<u>\$ 551,159</u>	<u>\$ 4,835,969</u>

The General Fund has been designated as the source that will repay the long-term debt outstanding as of June 30, 2017.

C. Changes in General Long-Term Liabilities

During the year ended June 30, 2017, the following changes occurred in long-term liabilities (in thousands):

	Total Balance 7/1/16	Additions	Reductions	Total Balance 6/30/17	Less Current Portion	Equals Long-Term Portion 6/30/17
<u>Governmental Activities</u>						
Bonds payable	\$ 5,104	\$ -	\$ (819)	\$ 4,285	\$ (823)	\$ 3,462
Bond premium	131	-	(33)	98	(33)	65
Subtotal	5,235	-	(852)	4,383	(856)	3,527
Compensated absences	374	7	-	381	(122)	259
Net OPEB obligation	1,387	113	(43)	1,457	-	1,457
Net pension liability	13,127	4,832	-	17,959	-	17,959
Totals	\$ 20,123	\$ 4,952	\$ (895)	\$ 24,180	\$ (978)	\$ 23,202

9. Deferred Inflows of Resources

Deferred inflows of resources are the acquisition of net position by the County that are applicable to future reporting periods. Deferred inflows of resources have a negative effect on net position, similar to liabilities. Deferred inflows of resources related to pension will be recognized in pension expense in future years and is more fully described in Note 12.

10. Governmental Funds – Fund Balances

Fund balances are segregated to account for resources that are either not available for expenditure in the future or are legally set aside for a specific future use.

The County has implemented GASB Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, which enhances the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying existing governmental fund type definitions.

The following types of fund balances are reported at June 30, 2017:

Nonspendable - Represents amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. This fund balance classification includes general fund reserves for prepaid expenditures and nonmajor governmental fund reserves for the principal portion of permanent trust funds.

Restricted - Represents amounts that are restricted to specific purposes by constraints imposed by creditors, grantors, contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation. This fund balance classification includes general fund encumbrances funded by bond issuances, various special revenue funds, and the income portion of permanent trust funds.

Committed - Represents amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the County's highest level of decision-making authority. This fund balance classification includes general fund encumbrances for non-lapsing special article appropriations approved at Delegation meetings and capital reserve funds.

Assigned - Represents amounts that are constrained by the County's intent to use these resources for a specific purpose. This fund balance classification includes general fund encumbrances that have been established by various County departments for the expenditure of current year budgetary financial resources upon vendor performance in the subsequent budgetary period, and surplus set aside to be used in the subsequent year's budget.

Unassigned - Represents amounts that are available to be spent in future periods and deficit funds.

The following is a summary of fund balances at June 30, 2017:

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:			
Prepaid expenses	\$ 197,743	\$ -	\$ 197,743
Inventory	<u>57,473</u>	<u>-</u>	<u>57,473</u>
Total Nonspendable	255,216	-	255,216
Restricted:			
Nursing home trust fund	10,935	-	10,935
SCHC reserve fund (RSA 24:13, IV)	1,500,000	-	1,500,000
Inmate health reserve fund (RSA 35:1-c)	70,000	-	70,000
Deeds surcharge account	159,647	-	159,647
Employee HRA carryover	68,469	-	68,469
Unexpended grant funds	<u>-</u>	<u>162,478</u>	<u>162,478</u>
Total Restricted	1,809,051	162,478	1,971,529
Committed:			
Capital reserve fund	<u>1,608,460</u>	<u>-</u>	<u>1,608,460</u>
Total Committed	1,608,460	-	1,608,460
Assigned:			
Use of fund balance in subsequent year budget:			
To reduce taxes	1,300,000	-	1,300,000
Capital expenses	259,600	-	259,600
County attorney extradition fund	15,000	-	15,000
Sheriff forfeiture	1,142	-	1,142
Encumbrances	94,260	-	94,260
Designated for future projects	<u>733,714</u>	<u>-</u>	<u>733,714</u>
Total Assigned	2,403,716	-	2,403,716
Unassigned:			
Grant funds in deficit	-	(50,705)	(50,705)
Remaining fund balance	<u>5,907,799</u>	<u>-</u>	<u>5,907,799</u>
Total Unassigned	5,907,799	(50,705)	5,857,094
Total Fund Balances	\$ <u>11,984,242</u>	\$ <u>111,773</u>	\$ <u>12,096,015</u>

11. Other Post-Employment Benefits – OPEB (GASB 45)

GASB Statement 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*, requires governments to account for other post-employment benefits (OPEB), on an accrual basis rather than on a pay-as-you-go basis. The effect is the recognition of an actuarially required contribution as an expense on the Statement of Activities when a

future retiree earns their post-employment benefits, rather than when they use their post-employment benefit. To the extent that an entity does not fund their actuarially required contribution, a post-employment benefit liability is recognized on the Statement of Net Position over time.

A. Plan Description

The County provides post-employment healthcare benefits for retired employees through the County's plan. The benefits, benefit levels, employee contributions and employer contributions are governed by RSA 100-A:50. As of July 1, 2016, the actuarial valuation date, 29 retirees and 218 active employees met the eligibility requirements. The plan does not issue a separate financial report.

B. Benefits Provided

The County provides medical benefits to its eligible retirees and their covered dependents. All active employees who retire from the County and meet the eligibility criteria will receive these benefits.

C. Funding Policy

Eligible retirees and their spouses contribute 100% of premium rates for the medical plan selected. Medical coverage continues to the spouse after the death of the retiree, provided the spouse makes the required contributions. The County contributes the remainder of the health plan costs on a pay-as-you-go basis.

D. Annual OPEB Costs and Net OPEB Obligation

The County's fiscal year 2017 annual OPEB expense is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost per year and amortize the unfunded actuarial liability over a period of thirty years. The following table shows the components of the County's annual OPEB cost for the year ending June 30, 2017, the amount actually contributed to the plan, and the change in the County's net OPEB obligation based on an actuarial valuation as of July 1, 2016.

Annual Required Contribution (ARC)	\$ 138,148
Interest on net OPEB obligation	55,492
Adjustment to ARC	<u>(80,236)</u>
Annual OPEB cost	113,404
Contributions made	<u>(43,462)</u>
Increase in net OPEB obligation	69,942
Net OPEB obligation - beginning of year	<u>1,387,288</u>
Net OPEB obligation - end of year	<u>\$ 1,457,230</u>

The County's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
2017	\$ 113,404	38%	\$ 1,457,230
2016	\$ 117,604	26%	\$ 1,387,288
2015	\$ 111,473	24%	\$ 1,311,930

E. Funded Status and Funding Progress

The funded status of the plan as of July 1, 2016, the date of the most recent actuarial valuation, was as follows:

Actuarial accrued liability (AAL)	\$ 1,308,347
Actuarial value of plan assets	<u>-</u>
Unfunded actuarial accrued liability (UAAL)	<u>\$ 1,308,347</u>
Funded ratio (actuarial value of plan assets/AAL)	<u>0%</u>
Covered payroll (active plan members)	<u>\$ Not available</u>
UAAL as a percentage of covered payroll	<u>N/A</u>

Actuarial valuations of an ongoing plan involve estimates of the value of reported amount and assumptions about the probability of occurrence of events far into the future. Examples included assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision, as actual results are compared with past expectations and new estimates are made about the future. The Schedule of OPEB Funding Progress, presented as required supplementary information following the Notes to Financial Statements,

presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

F. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the plan as understood by the County and the plan members and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2016 actuarial valuation, the projected unit credit method was used. The actuarial value of assets was not determined, as the County has not advance funded its obligation. The actuarial assumptions included a 4.0% investment rate of return and an initial annual healthcare cost trend rate of %, which decreases to a 5% long-term rate for all healthcare benefits after 5 years. The amortization costs for the initial UAAL is a level dollar amount over 30 years on an open amortization period for pay-as-you-go. This has been calculated at a rate of 4.0% pay-as-you-go.

12. New Hampshire Retirement System

The County follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, with respect to the State of New Hampshire Retirement System (NHRS).

A. Plan Description

Full-time employees participate in the State of New Hampshire Retirement System, a cost-sharing, multiple-employer defined benefit contributory pension plan and trust established in 1967 by RSA 100-A:2 and qualified as a tax-exempt organization under Section 401(a) and 501(a) of the Internal Revenue Code. The plan is a contributory, defined benefit plan providing service, disability, death, and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters, and permanent police officers within the State of New Hampshire are eligible and required to participate in the system. Full-time employees of political subdivisions, including counties, municipalities, and school districts are also eligible to participate as a group if the governing body of the political subdivision has elected participation.

The New Hampshire Retirement System, a Public Employees Retirement System (PERS), is divided into two membership groups. State or local employees and teachers belong to Group I. Police officers and firefighters belong to Group II. All assets are held in a single trust and are available to each group. Additional information is disclosed in the NHRS' annual report publicly available from the New Hampshire Retirement System located at 54 Regional Drive, Concord, New Hampshire 03301-8507.

B. Benefits Provided

Group I members at age 60 or 65 (for members who commence service after July 1, 2011) qualify for a normal service retirement allowance based on years of creditable service and average final salary for the highest of either three or five years, depending on when their service commenced. The yearly pension amount is $1/60$ or 1.667% of average final compensation (AFC), multiplied by years of creditable service. At age 65, the yearly pension amount is recalculated at $1/66$ or 1.515% of AFC multiplied by years of creditable service.

Group II members who are age 60, or members who are at least age 45 with at least 20 years of creditable service, can receive a retirement allowance at a rate of 2.5% of AFC for each year of creditable service, not to exceed 40 years. Members commencing service on or after July 1, 2011 or members who have a nonvested status as of January 1, 2012 can receive a retirement allowance at age 52.5 with 25 years of service or age 60. The benefit shall be equal to 2% of AFC times creditable service up to 42.5 years. However, a member who commenced service on or after July 1, 2011 shall not receive a retirement allowance until attaining the age of 52.5, but may receive a reduced allowance after age 50 if the member has at least 25 years of creditable service where the allowance shall be reduced, for each month by which the benefit commencement date precedes the month after which the member attains 52.5 years of age by $1/4$ of 1% or age 60.

Members of both groups may qualify for vested deferred allowances, disability allowances and death benefit allowances subject to meeting various eligibility requirements. Benefits are based on AFC or earned compensation and/or service.

C. Contributions

Plan members are required to contribute a percentage of their gross earnings to the pension plan, for which the contribution rates are 7% for employees and 11.55% for sheriff's deputies and correctional officers. The County makes annual contributions to the pension plan equal to the amount required by Revised Statutes Annotated 100-A:16, and range from 11.17% to 29.16% of covered compensation. The County's contribution to

NHRS for the year ended June 30, 2017 was \$1,185,827, which was equal to its annual required contribution.

D. Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the NHRS and additions to/deductions from NHRS's fiduciary net position have been determined on the same basis as they are reported by NHRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

E. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2017, the County reported a liability of \$17,959,406 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2015. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2015, the County's proportion was .33137776 percent.

At June 30, 2016, the County's proportion was .33773547 percent, which was an increase of .00635771% from its proportion measured as of June 30, 2015.

For the year ended June 30, 2017, the County recognized pension expense of \$2,064,802. In addition, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Inflows of Resources</u>
Net difference between expected and actual experience	\$ 49,909	\$ 226,783
Changes of assumptions	2,210,232	-
Net difference between projected and actual investment earnings	1,123,633	-
Changes in proportion and differences between contributions and proportionate share of contributions	358,250	-
Contributions subsequent to the measurement date (fiscal year 2017)	<u>1,185,827</u>	<u>-</u>
Total	<u>\$ 4,927,851</u>	<u>\$ 226,783</u>

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2017. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	
2017	\$ 703,347
2018	703,347
2019	1,128,197
2020	934,851
2021	45,499
Total	<u>\$ 3,515,241</u>

F. Actuarial Assumptions

The total pension liability in the June 30, 2015 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent per year
Salary increases	5.6 percent average, including inflation
Investment rate of return	7.25 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Employee generational mortality table for males and females, adjusted for mortality improvements using Scale MP-2015, based on the last experience study.

The actuarial assumptions used in the June 30, 2015 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2010 – June 30, 2015.

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

Asset Class	Target Allocation Percentage	Weighted Average Average Long-Term Expected Real Rate of Return
Large Cap Equities	22.50 %	4.25%
Small/Mid Cap Equities	7.50	4.50%
Total domestic equities	30.00	
Int'l Equities (unhedged)	13.00	4.75%
Emerging Int'l Equities	7.00	6.25%
Total international equities	20.00	
Core Bonds	5.00	0.64%
Short Duration	2.00	-0.25%
Global Multi-Sector Fixed Income	11.00	1.71%
Absolute Return Fixed Income	7.00	1.08%
Total fixed income	25.00	
Private Equity	5.00	6.25%
Private Debt	5.00	4.75%
Opportunistic	5.00	3.68%
Total alternative investments	15.00	
Real Estate	10.00	3.25%
Total	100.00 %	

G. Discount Rate

The discount rate used to measure the total pension liability was 7.25%. This is a decrease of .50% from the previous valuation and has contributed to the significant deferred outflow of resources balance for changes of assumptions. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. For purposes of the projection, member contributions and employer service cost contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the pension plan's actuarial funding policy and as required by RSA 100-A:16. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

H. Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.25%) or one percentage-point higher (8.25%) than the current rate:

<u>Fiscal Year Ended</u>	<u>1% Decrease (6.25%)</u>	<u>Current Discount Rate (7.25%)</u>	<u>1% Increase (8.25%)</u>
June 30, 2017	\$ 23,076,613	\$ 17,959,406	\$ 13,715,493

I. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued NHRS financial report.

13. Self-Insurance

In fiscal year 2017, the County became self-insured against claims for dental coverage. The County contracts with Northeast Delta Dental (the Carrier) to provide dental services as agreed to in the certificate and rider(s). As part of the agreement, the Carrier processes and pays claims on a monthly basis on behalf of the County. The County reimburses the Carrier for total claims incurred and paid by the Carrier. Under the terms of its insurance coverage, the County is liable for claims up to \$1,000 per individual. The claims liability represents an estimate of claims incurred but-unpaid at year-end, based on past historical costs and claims paid subsequent to year-end.

Changes in the aggregate liability for claims for the year ended June 30, 2017 are as follows:

	<u>Dental Coverage</u>
Claims liability, beginning of year	\$ 17,235
Claims incurred/recognized	105,454
Claims paid	<u>(102,700)</u>
Claims liability, end of year	<u>\$ 19,989</u>

14. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance. There were no significant reductions in insurance coverage from the previous year and have been no material settlements in excess of coverage in any of the past three fiscal years.

15. Commitments and Contingencies

Outstanding Legal Issues - There are several pending legal issues in which the County is involved. The County's management is of the opinion that the potential future settlement of such claims would not materially affect its financial statements taken as a whole.

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.

16. Implementation of New GASB Standard

The Governmental Accounting Standards Board (GASB) has issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, replacing requirements of Statements No. 45 and 57, effective for the County beginning with its year ending June 30, 2018. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/ expenditures. In addition, the Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specific criteria and for employers whose employees are provided with defined contribution OPEB.

SULLIVAN COUNTY, NEW HAMPSHIRE

SCHEDULE OF OPEB FUNDING PROGRESS (GASB 45)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

Other Post-Employment Benefits

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets (a)</u>	<u>Actuarial Accrued Liability (AAL) - Projected Unit Credit (b)</u>	<u>Unfunded AAL (UAAL) (b-a)</u>	<u>Funded Ratio (a/b)</u>	<u>Covered Payroll (c)</u>	<u>UAAL as a Percent- age of Covered Payroll [(b-a)/c]</u>
7/1/2010	\$ -	\$ 2,501,694	\$ 2,501,694	0%	\$ 8,273,545	30%
7/1/2012	\$ -	\$ 3,153,546	\$ 3,153,546	0%	\$ 9,133,477	35%
7/1/2014	\$ -	\$ 1,147,776	\$ 1,147,776	0%	\$ 8,624,967	13%
7/1/2016	\$ -	\$ 1,308,347	\$ 1,308,347	0%	Not available	N/A

See Independent Auditors' Report.

SULLIVAN COUNTY, NEW HAMPSHIRE

SCHEDULE OF PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY (GASB 68)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

New Hampshire Retirement System

<u>Fiscal Year</u>	<u>Proportion of the Net Pension Liability</u>	<u>Measurement Date</u>	<u>Proportionate Share of the Net Pension Liability</u>	<u>Covered Payroll</u>	<u>Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position Percentage of the Total Pension Liability</u>
June 30, 2015 ¹	0.32106796%	June 30, 2014	\$ 12,051,561	\$ 8,297,704	145.24%	66.32%
June 30, 2016	0.33137776%	June 30, 2015	\$ 13,127,620	\$ 8,868,629	148.02%	65.47%
June 30, 2017	0.33773547%	June 30, 2016	\$ 17,959,406	\$ 9,248,936	194.18%	58.30%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditors' Report.

SULLIVAN COUNTY, NEW HAMPSHIRE
SCHEDULE OF PENSION CONTRIBUTIONS (GASB 68)
REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2017
(Unaudited)

New Hampshire Retirement System

<u>Fiscal Year</u>	<u>Contractually Required Contribution</u>	Contributions in Relation to the Contractually Required Contribution	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	Contributions as a Percentage of Covered Payroll
June 30, 2015	\$ 1,205,010	\$ (1,205,010)	\$ -	\$ 8,868,629	13.59%
June 30, 2016	\$ 1,209,360	\$ (1,209,360)	\$ -	\$ 9,248,936	13.08%
June 30, 2017	\$ 1,185,827	\$ (1,185,827)	\$ -	\$ 9,700,723	12.22%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

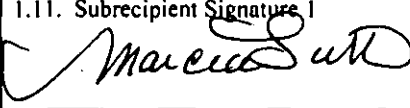
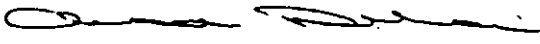
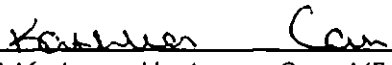

See Independent Auditors' Report.

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name CASA of New Hampshire		1.4. Subrecipient Address PO Box 1327, Manchester, NH 03105	
1.5 Subrecipient Phone # (603) 626-4600	1.6. Account Number 02-26-26-201510- 5021-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 238,000.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Marcia Sink - President/CEO	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough on 4/5/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace Christine Duhaime, Notary Public expires 8-5-20			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Adm	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/17/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

JS
4/5/18

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
- 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

MS
4/5/18

EXHIBIT A

-SCOPE OF SERVICES-

1. CASA of New Hampshire as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of child abuse in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

Subrecipient Initials

Date

MB
4/5/18

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$238,000 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

Date



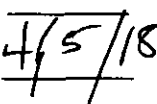


EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials

MS

Date

4/5/18

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;

iii. Section 504 of the Rehabilitation Act of 1973, as amended;

iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);

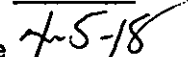
specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."

viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials



Date



- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct **regular desk reviews and biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.


4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials

Date


4-5-18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials

Date

NO
4-5-18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials

Date



4-5-18

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.

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

Subrecipient Initials

Date



4-5-18

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials

MS

Date

4-5-18

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials

MB

Date

4-5-18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials

MS

Date

4-5-18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials

MS


Date

4-5-18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials

Date


4-5-18

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials

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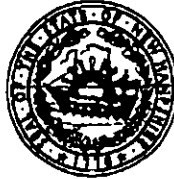
Date

4-5-18

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials 712
Date 4-5-18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Marcia Sink - President CEO
Name and Title of Head of Agency

Marcia Sink
Signature

4-5-18
Date

CABA of NH - 138 Coolidge Ave, Manchester NH 03102
Name and Address of Agency

Subrecipient Initials MS
Date 4-5-18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Marcia Sink - President / CEO

Name and Title of Authorized Representative

Marcia Sink

April 5, 2018

Signature

Date

CASA of NH - 138 Coolidge Ave Manchester NH 03102
P.O. Box 1327 Manchester NH 03105

Name and Address of Agency

Name and Address of Agency

Subrecipient Initials MS
Date 4-5-18

CERTIFICATE OF AUTHORITY

CORPORATE RESOLUTION

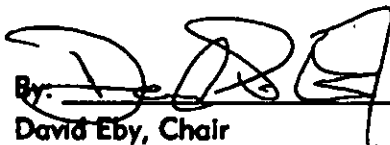
I, David Eby, hereby certify that I am the duly elected Chair of the Board of Directors of Court Appointed Special Advocates (CASA) of New Hampshire. I hereby certify the following is a true copy of a vote taken at the meeting of the Board of Directors/shareholders, duly called and held on April 11, 2018 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Marcia Sink is President/CEO of Court Appointed Special Advocates of New Hampshire, Inc., a non-profit corporation organized under the laws of New Hampshire with principle offices located at 138 Coolidge Street, Unit 1, Manchester New Hampshire (CASA-NH[™]). Ms. Marcia Sink is duly authorized to enter into contracts or agreements on behalf of CASA of New Hampshire with the State of New Hampshire and any of its agencies or departments and is further authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of the vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and she has full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

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

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

By: 
David Eby, Chair

April 11, 2018



CASAOFN-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2017

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 License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Lorraine Michals, CIC	
	PHONE (A/C, No, Ext): (603) 716-2362	FAX (A/C, No): (603) 622-2854
	E-MAIL ADDRESS: lmichals@clarkinsurance.com	
INSURED CASA of NH Inc. PO Box 1327 Manchester, NH 03102	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
	INSURER B: Wesco Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1650765	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1650765	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PHUB507019	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3285504	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Title VOCA Grant - Covering operations of the Named Insured during the policy period.

CERTIFICATE HOLDER State of NH Department of Justice 33 Capital St 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
---	---

State of New Hampshire

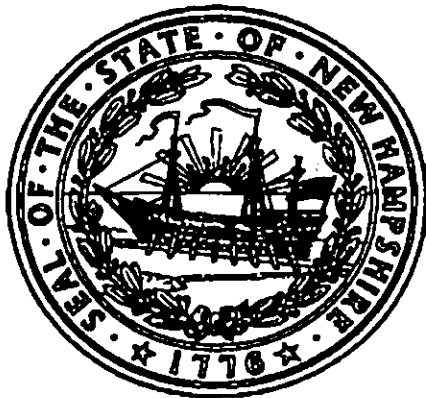
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 19, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 140761

Certificate Number: 0004082392



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

EEOP Reporting

I, Marcia Sink [responsible official], certify that
CASA of NH [recipient] has completed the EEO reporting tool certification
form at: https://oip.gov/about/ocr/faq_eeop.htm on 3-1-2018 [Date]

I further certify that:
CASA of NH [recipient] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: 

Date: April 5th, 2018

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 applicant 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 grantee 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 CASA of NH (Applicant) certifies that any funds awarded through grant number 5021-072-500575 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 CASA of NH (Applicant) 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: Marcia Sink - President CEO

Signature: 

Date: April 15, 2018

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

FINANCIAL STATEMENTS

JUNE 30, 2017

TABLE OF CONTENTS

Independent auditor's report.....	1
Statement of financial position.....	3
Statement of activities and changes in net assets	4
Statement of cash flows.....	6
Statement of functional expenses.....	7
Notes to financial statements.....	8



HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of Court Appointed Special Advocates of New Hampshire, Inc. ("CASA") (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of CASA's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CASA as of June 30, 2017 and 2016, 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.

Hessum y Pae PC

November 6, 2017

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FINANCIAL POSITION

As of June 30, 2017
(with comparative totals for 2016)

Assets	ASSETS			2017	2016
	Unrestricted	Temporarily Restricted	Permanently Restricted		
Cash	\$ 533,345	\$ 4,862	\$ -	\$ 538,207	\$ 438,026
Endowment investments in cash	-	-	26,917	26,917	28,123
Endowment investments	-	93,830	455,252	549,082	466,597
Sponsorships receivable	6,500	-	-	6,500	612
Grants receivable	48,755	-	-	48,755	32,641
Contributions receivable	-	-	1,000	1,000	1,000
Prepaid expenses	7,995	-	-	7,995	9,267
Property and equipment, net	1,140,910	-	-	1,140,910	1,181,318
Total assets	\$ 1,737,505	\$ 98,692	\$ 483,169	\$ 2,319,366	\$ 2,157,584
LIABILITIES AND NET ASSETS					
Liabilities					
Promissory note	\$ -	\$ -	\$ -	\$ -	26,943
Accounts payable	54,336	-	-	54,336	63,917
Accrued expenses	84,567	-	-	84,567	79,884
Total liabilities	138,903	-	-	138,903	170,744
Commitments (see Notes)					
Net assets					
Unrestricted	1,598,602	-	-	1,598,602	1,485,752
Temporarily restricted	-	98,692	-	98,692	54,194
Permanently restricted	-	-	483,169	483,169	446,894
Total net assets	1,598,602	98,692	483,169	2,180,463	1,986,840
Total liabilities and net assets	\$ 1,737,505	\$ 98,692	\$ 483,169	\$ 2,319,366	\$ 2,157,584

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>
Public support				
Contributions	\$ 258,206	\$ -	\$ 36,275	\$ 294,481
Government grants	1,222,504	-	-	1,222,504
Fundraising events (net of costs \$80,614)	338,228	-	-	338,228
Private grants	202,203	-	-	202,203
Other income	25,427	-	-	25,427
In-kind donations	26,836	-	-	26,836
Total public support	<u>2,073,404</u>	<u>-</u>	<u>36,275</u>	<u>2,109,679</u>
Investment income, net of fees of \$5,115	<u>5,115</u>	<u>45,004</u>	<u>-</u>	<u>50,119</u>
Total public support and investment income	2,078,519	45,004	36,275	2,159,798
Net assets released from restrictions				
For satisfaction of program restrictions	<u>506</u>	<u>(506)</u>	<u>-</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>2,079,025</u>	<u>44,498</u>	<u>36,275</u>	<u>2,159,798</u>
Expenses				
Program services	1,629,669	-	-	1,629,669
Supporting activities				
Management and general	128,077	-	-	128,077
Fundraising	208,429	-	-	208,429
Total expenses	<u>1,966,175</u>	<u>-</u>	<u>-</u>	<u>1,966,175</u>
Increase in net assets	112,850	44,498	36,275	193,623
Net assets, beginning of year	<u>1,485,752</u>	<u>54,194</u>	<u>446,894</u>	<u>1,986,840</u>
Net assets, end of year	<u>\$ 1,598,602</u>	<u>\$ 98,692</u>	<u>\$ 483,169</u>	<u>\$ 2,180,463</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016</u>
Public support				
Contributions	\$ 268,162	\$ -	\$ 33,230	\$ 301,392
Government grants	1,024,758	-	-	1,024,758
Fundraising events (net of costs \$87,219)	317,022	-	-	317,022
Private grants	218,650	-	-	218,650
Other income	28,948	-	-	28,948
In-kind donations	28,120	-	-	28,120
Total public support	<u>1,885,660</u>	<u>-</u>	<u>33,230</u>	<u>1,918,890</u>
Investment income, net of fees of \$4,559	<u>17</u>	<u>5,138</u>	<u>-</u>	<u>5,155</u>
Total public support and investment income	1,885,677	5,138	33,230	1,924,045
Net assets released from restrictions				
For satisfaction of program restrictions	<u>25,599</u>	<u>(25,599)</u>	<u>-</u>	<u>-</u>
Total public support, investment income and net assets released from restrictions	<u>1,911,276</u>	<u>(20,461)</u>	<u>33,230</u>	<u>1,924,045</u>
Expenses				
Program services	1,433,258	-	-	1,433,258
Supporting activities				
Management and general	110,744	-	-	110,744
Fundraising	199,042	-	-	199,042
Total expenses	<u>1,743,044</u>	<u>-</u>	<u>-</u>	<u>1,743,044</u>
Increase (decrease) in net assets from operations	168,232	(20,461)	33,230	181,001
Nonoperating loss				
Loss on disposal of fixed asset	<u>(12,655)</u>	<u>-</u>	<u>-</u>	<u>(12,655)</u>
Increase (decrease) in net assets	155,577	(20,461)	33,230	168,346
Net assets, beginning of year	<u>1,330,175</u>	<u>74,655</u>	<u>413,664</u>	<u>1,818,494</u>
Net assets, end of year	<u>\$ 1,485,752</u>	<u>\$ 54,194</u>	<u>\$ 446,894</u>	<u>\$ 1,986,840</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2017
(with comparative totals for 2016)

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 193,623	\$ 168,346
Adjustments to reconcile change in net assets to cash provided by operating activities		
Depreciation	58,008	59,889
Realized and unrealized (gain) loss on investments	(34,193)	6,171
Bad debt (recovery) expense	-	(1,000)
Loss on disposal of fixed asset	-	12,655
(Increase) decrease in sponsorships receivable	(5,888)	4,408
(Increase) in grants receivable	(16,114)	(16,554)
Contributions restricted for long-term investment	(36,275)	(33,230)
Decrease in prepaid expenses	1,272	353
(Decrease) increase in accounts payable and accrued expenses	(4,898)	57,406
Net cash provided by operating activities	<u>155,535</u>	<u>258,444</u>
Cash flows from investing activities		
Decrease in endowment investments in cash	1,206	32,406
Proceeds from sale of investments	85,420	117,792
Purchase of investments	(133,712)	(194,737)
Purchase of property and equipment	(17,600)	(34,827)
Net cash used in investing activities	<u>(64,686)</u>	<u>(79,366)</u>
Cash flows from financing activities		
Repayments on promissory note	(26,943)	(12,040)
Contributions restricted for long-term investment	36,275	33,230
Net cash provided by financing activities	<u>9,332</u>	<u>21,190</u>
Net increase in cash and cash equivalents	100,181	200,268
Cash and cash equivalents, beginning of year	<u>438,026</u>	<u>237,758</u>
Cash and cash equivalents, end of year	<u>\$ 538,207</u>	<u>\$ 438,026</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	<u>\$ 538</u>	<u>\$ 1,317</u>

See notes to financial statements.

COURT APPOINTED SPECIAL ADVOCATES OF NEW HAMPSHIRE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2017
(with comparative totals for 2016)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2017</u>	<u>2016</u>
Payroll					
Salaries and wages	\$ 1,020,168	\$ 80,254	\$ 130,475	\$ 1,230,897	\$ 1,057,296
Payroll taxes	77,415	6,090	9,901	93,406	79,649
Total payroll	1,097,583	86,344	140,376	1,324,303	1,136,945
Other					
Insurance	114,975	9,045	14,705	138,725	140,015
Training	61,462	4,835	7,861	74,158	33,286
Depreciation	48,077	3,782	6,149	58,008	59,889
Travel	43,735	3,440	5,593	52,768	44,509
Office expense	43,177	3,272	5,522	51,971	67,206
Professional fees and contract labor	43,061	3,387	5,507	51,955	36,111
Service contracts	37,800	2,974	4,835	45,609	58,552
Rent	32,640	2,568	4,174	39,382	41,139
Repairs and maintenance	23,601	1,857	3,019	28,477	42,679
Telephone	16,170	1,272	2,068	19,510	19,802
Bank fees	12,129	954	1,551	14,634	9,155
Postage	11,060	870	1,415	13,345	14,871
Dues, memberships and subscriptions	10,434	821	1,335	12,590	8,840
Utilities	9,006	708	1,152	10,866	9,531
Meals and entertainment	7,903	622	1,011	9,536	6,855
Printing	7,550	594	966	9,110	2,790
Gifts and promotions	5,796	456	741	6,993	7,836
Conferences and meetings	2,007	158	257	2,422	1,970
Advertising	1,057	83	135	1,275	746
Interest expense	446	35	57	538	1,317
Bad debt (recovery) expense	-	-	-	-	(1,000)
Total other	532,086	41,733	68,053	641,872	606,099
Total expenses	<u>\$ 1,629,669</u>	<u>\$ 128,077</u>	<u>\$ 208,429</u>	<u>\$ 1,966,175</u>	<u>\$ 1,743,044</u>

See notes to financial statements.

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

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

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

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

CASA prepares its financial statements on the accrual basis of accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Comparative financial information

The financial statements of CASA include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with CASA's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Use of estimates and assumptions

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

Basis of presentation and pronouncements

CASA accounts for contributions received and contributions made in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP).

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, U.S. GAAP requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

CASA prepares its financial statements in accordance with U.S. GAAP for not-for-profit entities. CASA is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted. Descriptions of the three net asset categories are as follows:

Unrestricted – Undesignated net assets which are revenues not restricted by time or by outside sources.

Temporarily Restricted – Net assets that include gifts and pledges for which time and donor-imposed restrictions have not been met and also include the accumulated appreciation related to permanently restricted endowment gifts.

Permanently Restricted – Net assets that include gifts which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions.

Fair value option

GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. CASA has elected the fair value option for contributions receivable.

Cash equivalents

For purposes of reporting cash flows, CASA considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Investments

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

Sponsorships receivable

Sponsorships receivable consist of amounts billed to event sponsors for events that have already occurred, but for which amounts have not yet been paid. CASA establishes its allowance for uncollectible accounts based on prior collection experience. All sponsorships receivable balances were deemed collectible at June 30, 2017. It is CASA's policy to charge-off uncollectible accounts receivable when management determines the receivable will not be collected. Management has taken into account a variety of factors including risk characteristics of the selected accounts, number of days outstanding and current economic conditions.

Contributions receivable

Unconditional contributions receivable are reported at net realizable value if at the time the promise is made, payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value both initially and in subsequent periods because CASA elected the fair value option in accordance with GAAP. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements.

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and equipment

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

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

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

Gifts, contributions and grants

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Donated goods and services

A significant portion of CASA's functions are conducted by unpaid officers, board members and volunteers. The value of this contributed time is not reflected in the accompanying financial statements since it does not meet the criteria necessary for recognition under U.S. GAAP. Donated materials and equipment are reflected as in-kind donations at their estimated fair value at the date of receipt.

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

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Functional allocation of expenses

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

Advertising costs

CASA charges advertising costs to operating expenses as incurred.

Income taxes

CASA is a not-for-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is classified as other than a private foundation. However, certain unrelated business income is subject to federal taxation. For the year ended June 30, 2017, there was no liability for tax on unrelated business income. Accordingly, no provision for federal income tax has been recorded in the accompanying financial statements.

CASA is no longer subject to income tax examinations by U.S. Federal or State tax authorities for tax years before 2013.

Note 3. INVESTMENTS AND FAIR VALUE MEASUREMENT

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

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

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 3. INVESTMENTS AND FAIR VALUE MEASUREMENT (continued)

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

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

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

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

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

June 30, 2017	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 26,917	\$ 26,917	\$ -	\$ -
Domestic and international equities:				
Healthcare	17,633	17,633	-	-
Consumer staples	8,699	8,699	-	-
Industrials	12,581	12,581	-	-
Consumer discretionary	4,944	4,944	-	-
Energy	4,022	4,022	-	-
Information technology	16,799	16,799	-	-
Utilities	4,487	4,487	-	-
Telecommunications	4,006	4,006	-	-
Financial	8,394	8,394	-	-
Other	4,188	4,188	-	-
Fixed income bonds	182,017	-	182,017	-
Fixed income mutual funds	91,039	91,039	-	-
Domestic and international mutual funds	<u>190,273</u>	<u>190,273</u>	-	-
Total investments	<u>\$ 575,999</u>	<u>\$ 393,982</u>	<u>\$ 182,017</u>	<u>\$ -</u>
Valued on a non-recurring basis				
Contributions receivable	<u>\$ 1,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000</u>

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 3. INVESTMENTS AND FAIR VALUE MEASUREMENT (continued)

June 30, 2016	Fair Value	(Level 1)	(Level 2)	(Level 3)
Valued on a recurring basis				
Investment cash	\$ 28,123	\$ 28,123	\$ -	\$ -
Domestic and international equities:				
Healthcare	10,786	10,786	-	-
Consumer staples	7,792	7,792	-	-
Industrials	7,084	7,084	-	-
Consumer discretionary	2,944	2,944	-	-
Energy	5,827	5,827	-	-
Materials	3,682	3,682	-	-
Information technology	5,003	5,003	-	-
Utilities	3,542	3,542	-	-
Telecommunications	3,005	3,005	-	-
Financial	2,267	2,267	-	-
Fixed income bonds	166,894	-	166,894	-
Fixed income mutual funds	70,667	70,667	-	-
Domestic and international mutual funds	<u>177,104</u>	<u>177,104</u>	-	-
Total investments	<u>\$ 494,720</u>	<u>\$ 327,826</u>	<u>\$ 166,894</u>	<u>\$ -</u>
Valued on a non-recurring basis				
Contributions receivable	<u>\$ 1,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000</u>

Fair values for investments are determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of contributions receivable is estimated at net realizable value. The fair value of Level 2 investments has been measured using quoted market prices of similar assets and the fair value market approach.

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

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

NOTES TO FINANCIAL STATEMENTS

Note 3. INVESTMENTS AND FAIR VALUE MEASUREMENT (concluded)

Investment return is summarized as follows at June 30:

	<u>2017</u>	<u>2016</u>
Net investment income	\$ 10,811	\$ 11,309
Net unrealized gain	26,592	1,641
Net realized gain (loss)	<u>7,601</u>	<u>(7,812)</u>
	<u>\$ 45,004</u>	<u>\$ 5,138</u>

Note 4. PROPERTY AND EQUIPMENT

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

	<u>2017</u>	<u>2016</u>
Buildings and improvements	\$ 1,394,343	\$ 1,376,742
Furniture, equipment and software	<u>149,653</u>	<u>149,653</u>
	1,543,996	1,526,395
Less accumulated depreciation	<u>403,086</u>	<u>345,077</u>
Property and equipment, net	<u>\$ 1,140,910</u>	<u>\$ 1,181,318</u>

Note 5. PROMISSORY NOTE

In a prior year, CASA converted its line-of-credit to a promissory note. Under the terms of the promissory note, CASA was required to make payments of \$100,000 for three years. The promissory note bore interest at a rate of 5.79% and was collateralized by a security interest in the capital campaign pledges and all assets located on the premises of CASA's Manchester, New Hampshire office.

During the year ended June 30, 2014, CASA renegotiated the promissory note, extending the payoff date to May 2019, reducing the interest rate to 4.00% and maintaining the same collateral.

As of June 30, 2017, the outstanding balance on the promissory note was paid in full.

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

NOTES TO FINANCIAL STATEMENTS

Note 6. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are subject to restrictions stipulated by time or imposed by donors and consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Portion of perpetual endowment funds subject to time restriction under the Uniform Prudent Management of Institutional Funds Act (UPMIFA)	\$ 93,692	\$ 48,688
Generator	5,000	5,000
Security systems	-	506
	<hr/>	<hr/>
Total	<u>\$ 98,692</u>	<u>\$ 54,194</u>

Note 7. ENDOWMENT FUNDS AND NET ASSETS

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

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

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

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

NOTES TO FINANCIAL STATEMENTS

Note 7. ENDOWMENT FUNDS AND NET ASSETS (continued)

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

As a result of this interpretation, CASA classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by CASA in a manner consistent with the standard of prudence prescribed in UPMIFA.

Investment Return Objectives, Risk Parameters and Strategies

CASA has adopted an investment policy, approved by the Board of Directors, to create a balanced portfolio among several asset classes managing moderate levels of return with moderate levels of risk, while exceeding long-term inflation. Given CASA has no immediate intention of appropriating any assets for expenditure, there is currently no spending policy in place for the year ended June 30, 2017. However, management is currently in the process of establishing a spending policy that will be in accordance with UPMIFA. During this process, CASA will consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of CASA and (7) the investment policies of CASA.

COURT APPOINTED SPECIAL ADVOCATES
OF NEW HAMPSHIRE, INC.

NOTES TO FINANCIAL STATEMENTS

Note 7. ENDOWMENT FUNDS AND NET ASSETS (continued)

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Donor-restricted endowment funds	<u>\$ -</u>	<u>\$ 93,830</u>	<u>\$ 483,169</u>	<u>\$ 576,999</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2016				
Donor-restricted endowment funds	<u>\$ -</u>	<u>\$ 48,826</u>	<u>\$ 446,894</u>	<u>\$ 495,720</u>

Endowment net assets were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2017				
Investments, beginning of year	\$ -	\$ 48,826	\$ 446,894	\$ 495,720
Net investment income	-	10,811	-	10,811
Unrealized gain	-	26,592	-	26,592
Realized gain	-	<u>7,601</u>	-	<u>7,601</u>
Total investment return	-	45,004	-	45,004
Contributions	-	-	<u>36,275</u>	<u>36,275</u>
Investments, end of year	<u>\$ -</u>	<u>\$ 93,830</u>	<u>\$ 483,169</u>	<u>\$ 576,999</u>

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

NOTES TO FINANCIAL STATEMENTS

Note 7. ENDOWMENT FUNDS AND NET ASSETS (concluded)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
June 30, 2016				
Investments, beginning of year	\$ -	\$ 43,688	\$ 413,664	\$ 457,352
Net investment income	-	11,309	-	11,309
Unrealized gain	-	1,641	-	1,641
Realized (loss)	-	(7,812)	-	(7,812)
Total investment return	-	5,138	-	5,138
Contributions	-	-	33,230	33,230
Investments, end of year	<u>\$ -</u>	<u>\$ 48,826</u>	<u>\$ 446,894</u>	<u>\$ 495,720</u>

Permanently restricted net assets consist of investment principal maintained in perpetuity. The income earned may be used to support operations.

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

Note 8. CONCENTRATION OF CREDIT RISK

CASA maintains its cash at various institutions insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor at each financial institution. At June 30, 2017, CASA's uninsured cash balance totaled \$294,395 at one financial institution.

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

NOTES TO FINANCIAL STATEMENTS

Note 9. OPERATING LEASE COMMITMENTS

CASA has operating lease agreements for various office spaces in Plymouth, Dover and Keene, New Hampshire. These lease agreements require monthly rental payments ranging from approximately \$400 to \$1,000 and expire between December 2017 and August 2018.

There is currently no rent requirement other than utilities for CASA's Colebrook and Berlin offices. The estimated fair values of the monthly rental for these spaces are \$7,800 and \$6,600, respectively.

Minimum future commitments under non-cancelable operating leases are as follows:

<u>Year ending June 30,</u>	<u>Amount</u>
2018	\$ 20,042
2019	<u>866</u>
Total	<u>\$ 20,908</u>

For the years ended June 30, 2017 and 2016, rent expense was \$39,382 and \$41,139, respectively.

Note 10. RETIREMENT PLAN

CASA has a defined contribution plan covering all eligible employees. CASA makes no contributions to the plan, but employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code.

Note 11. SUBSEQUENT EVENTS

CASA has evaluated subsequent events through November 6, 2017, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2017.

Top 5 Key Personnel**CASA of NH****2018-2019**

Name	Job title	Salary
Marcia Sink	President/CEO	\$106,278.00
Elizabeth Paine	Staff Attorney	\$71,500.00
Bernadette Melton-Pla	Senior Program Manager	\$60,000.00
Diane M. Valladares	State Wide Training & Recruitment Director	\$57,000.00
Jonelle Gaffney	Senior Program Manager	\$51,500.00
		\$346,278.00

Marcia Ressmeyer Sink, Ph.D. -- President and CEO
Court Appointed Special Advocates (CASA) of New Hampshire, Inc.
Manchester, New Hampshire

VITA

Native of New York, Marcia Sink is a former foster and adoptive parent with a bachelor's degree in Human Services and an Honorary Doctorate of Laws degree from St. Anselm College. She is the mother of three grown sons and lives in Manchester, NH.

PROFESSIONAL EXPERIENCE

Founder of the New Hampshire CASA program. Since 1988, Ms. Sink has worked diligently to develop and expand the CASA program to reach the goal set in 1989 – namely, to have CASA Guardian ad litem representation available to each and every child in the New Hampshire courts who has suffered abuse and/or neglect.

COMMITTEE MEMBERSHIPS

- Member NH Commission on Access to Justice
- Active member of the New Hampshire Attorney General's Task Force on Child Abuse and Neglect since 1991.
- Appointee to the New Hampshire Child Fatality Review Team since 1992.
- Member of the Advisory Board for the New Hampshire Court Improvement Project.
- Executive Committee member New Hampshire Model Court project.
- Chair Model Court subcommittee on Children & Youth in Court
- Active member National CASA Association Public Policy committee since 1994
- Former President of the National CASA Board of Directors.
- Former member Governor's Judicial Selection Commission.

HONORARY DEGREE

Doctorate of Laws and Letters from Saint Anselm College, Manchester, New Hampshire, at its 119th Commencement on May 19, 2012.

2013 graduate of Leadership New Hampshire.

AWARDS

- 2016 Child and Family Services, *Voice for Children Award*
- 2014, *Outstanding Woman in Business*, NH Business Review
- 2012, *Governor's Award for Volunteer Management*
- 2012 NH Partners in Service *Bruce E. Friedman Award*
- 2010, Manchester Women's Club *Athena Award*
- 2004, University of NH's *Granite State Award*
- 2001, New Hampshire Bar Association's *Frank Rowe Kenison Award*
- 1999, New Hampshire Women's Fund *NH Women of the Twentieth Century*
- 1999, Governor's Commendation
- 1997, National CASA Association *Kappa Alpha Theta Program Director of the Year*

- 1995, Greater Manchester Association of Social Service Agencies' *James B. Sullivan Human Services Leadership Award*
- 1994, *Attorney General's Task Force Award*
- 1993, Odyssey House's *Arthur E. Brady Jr. Award*

PROFESSIONAL ACCOMPLISHMENTS

Ms. Sink has led the CASA of New Hampshire organization to become a key participant in the state's juvenile court & child protection systems. Under her direction, CASA of New Hampshire has earned the respect of the members of US Congress, state legislators, the Office of the NH Attorney General, the Governor's office and other key decision makers. She continues to work closely with the state's judiciary to better serve children throughout New Hampshire.

CIVIC/Non-profit CONTRIBUTIONS

Trustee, The Mayhew Program, Bristol, NH

Church Council Member President (2014-2016) Gethsemane, Lutheran Church, Manchester.

Leadership New Hampshire Alumni, class 2013

OTHER

Professional Life Coach, certified by the Institute for Professional Excellence in Coaching (IPEC)
Justice of the Peace

PERSONAL

Running, gardening, spending time with her family and extended neighborhood family, as well as relaxing on the shores of the 1st Connecticut Lake in Pittsburg NH.

Elizabeth Paine


BPaine@casanh.org

EDUCATION

University of Maine School of Law JURIS DOCTOR	1989 Portland, Maine
Williams College BACHELOR OF ARTS: <i>Major: History of Ideas</i>	1985 Williamstown, Massachusetts
Swarthmore College	Swarthmore, Pennsylvania 1981-1982
American Institute of Foreign Study	Evian, France 1980-1981

LEGAL WORK EXPERIENCE

Senior Staff Attorney 2014-present
CASA OF NH, In-House Counsel for Non-profit Court Appointed Special Advocate Program.

OVW Court Training Grant Project Director 2013- 2014
OVW Court Training and Improvement Grant manager, Chair of Steering Committee, grant management and oversight.

New Hampshire Circuit Court Domestic Violence Specialist 1999-Present
Violence Against Women Act (VAWA) grant funded position with the Administrative Office of the Court and Circuit Court. Duties include: serving as the VAWA Point of Contact for the Court System; grant writing, managing the Court's VAWA Project; revising statewide protocols for domestic violence; training for judges and staff on use of the protocols and forms; working with Court staff and representatives of Department of Safety on the design, and implementation, of the Protective Order Phase of J-ONE; serving as liaison between Office of the Administrative Judge and Governor's Commission Against Domestic and Sexual Violence; oversight of Circuit Court Domestic Violence Data Warehouse Project; work with Protective Order Registry contacts at the state and federal level; Project Coordinator COSCA grant for Criminal Bail Order creation, former member of the "Greenbook Project" Court Team.

Project Consultant 1997- 1999
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE DATA COLLECTION PROJECT
Duties include coordination and supervision of Court based data collection project funded by the State Justice Institute. Responsible for grant writing, project funding and administration.

STATEWIDE COORDINATOR 1994-1997
NEW HAMPSHIRE DISTRICT COURT DOMESTIC VIOLENCE COORDINATING COUNCIL PROJECT
Duties included acting as policy liaison between local volunteer councils, the New Hampshire District courts, the N.H. Governor's Commission on Domestic Violence, and state funding sources under the Violence Against Women Act. Responsible for grant writing and project funding.

Attorney December 1996 - June 1997
LAW OFFICE OF WILLIAM D. PAINE II P.A. North Conway N.H.
Oversight of office closure and wind up of the solo law practice of the late William D. Paine, II

Assistant County Attorney March 1991- June 1994
MERRIMACK COUNTY ATTORNEY'S OFFICE Concord, N.H.
Special Prosecutor for Child Abuse and Sexual Assault: March 1991- July 1993.
General Felony Prosecution from July 1993 - June 1994.

Associate Attorney July 1990- March 1991

LAW OFFICE OF WILLIAM D. PAINE II P.A.
General Practice

North Conway, N.H.

Law Clerk
WESCOTT MILLHAM & DYER
General Practice

September 1989-May 1990
Laconia, N.H.

Intern Cumberland County Attorney's Office
Prosecuted misdemeanor and traffic offenses in District Court

1988-1989
Portland, Maine

CASA Court Appointed Special Advocate
Cumberland County Superior Court, Cumberland, Maine

1987-1989

BAR ADMISSIONS State of New Hampshire 1990
 State of Maine 1990
 New Hampshire Federal District Court 1991

PROFESSIONAL COMMITTEES AND COMMUNITY INVOLVEMENT

Guardian Ad Litem Board	2014-present
New Hampshire Governor's Commission on Domestic Violence Executive Committee Member, Public Education Committee- Chair 1999- 2002, Domestic Violence Fatality Review Committee 1999-present, Chair 2010-present, Conference Planning Committee, Protocol Committee, Former member of the Supervised Visitation Committee, Member of Attorney General's Task Force on Visitation, 2013- present.	1995- 2014
Interagency Coordinating Council for Women Offenders Vice Chair, Hiring Committee for Administrator of Women Offenders	2006- 2014
Andover School District Moderator	2013-present
Northern Forest Canoe Trail: Board of Directors Search Committee new Executive Director	2013-present
New Futures, Board of Directors, Chair Search Committee for new Executive Director Policy and Advocacy Committee, 2007-2010	2011-2013 2007-2013
Andover Beacon Board of Directors	2008-2013
New Hampshire Supreme Court Commission on the Status of the Legal Profession	2005-2007
New Hampshire Commission on the Status of Women Vice Chair 2005-2007, Legislative Committee, Women's Prison Project, contributor -The Legal Handbook for Women	2001-2007
New Hampshire Charitable Foundation North Country Region Advisory Board Incorporator, Director, Chair	1996-2007
Leadership New Hampshire	2003-2004
Plymouth Domestic Violence Coordinating Council	1994-1996
New Hampshire Coalition Against Domestic and Sexual Violence Board Member, Legislative Committee	1994-1996
New Hampshire Bar Association: Committee on Gender Equality	1992-1994

TEACHING EXPERIENCE

Police Standards and Training Council	2007
New Hampshire Bar Association DOVE Project	1996
University of New Hampshire Paralegal Certificate Program- Civil Procedure	1993
TASIS Cyprus, American History	1985

RELATED TRAINING

Circuit Court Judges Training: <i>Presenter: Domestic Violence Data 2013</i>	June, 2014
Partnering For a Future without Violence <i>Presenter: Civil Protection Orders and Criminal Protection Orders: How they work and how are they different</i>	June, 2014
Circuit Court Judges Training: <i>Presenter- Red Flags in Domestic Violence Homicides</i>	November, 2013
AmeriCorps Advocate Training: <i>Faculty- Full Faith and Credit and Court Domestic Violence Protocols</i>	November, 2013
New Hampshire General Court: <i>Presenter- Domestic Violence Fatality Review Data Report</i>	September, 2013
Partnering for a Future Without Violence: <i>Presenter: Civil Protection Orders and Criminal Protection Orders: How they work and how are they different? Presenter: Domestic Violence and Stalking 101; Presenter: Firearms and Domestic Violence Law in New Hampshire.</i>	June, 2013
Department of Safety: Firearms Return in Criminal cases	April, 2013
New Hampshire Circuit Court: <i>Presenter: Criminal Bail Orders</i>	September, 2012
New Hampshire 18th Annual Statewide Conference On Domestic and Sexual Violence <i>Co- presenter: Domestic Violence Data; Co-Presenter: Firearms and Domestic Violence Laws in New Hampshire Moderator: Labarre Fatality Review Workshop; Moderator: Panel on Unequal Treatment</i>	June, 2012
Circuit Court Clerks Meeting: <i>Presenter- The Protective Order Registry</i>	September, 2011
New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence <i>Faculty- Civil Protective Orders and Criminal Protective Orders: How do they work and how are they different?</i>	June, 2011
New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence <i>Faculty- The Protective Order Registry</i>	June, 2011
New Hampshire Seventeenth Annual Statewide Conference on Domestic and Sexual Violence <i>Faculty- Domestic Violence Fatality Review Workshop</i>	June, 2011
New Hampshire District Court Judges Conf.: <i>Presenter- Qualifying Misdemeanor Crimes of Domestic Violence</i>	January, 2011
Conference of State Court Administrators, New Orleans, LA: <i>Presenter- VAWA Point of Contact in the Courts</i>	November, 2010
Strengthening Firearms Protections: Improving the System-wide responses National Network to End Domestic Violence. Baltimore MD.	July, 2010
New Hampshire Fifteenth Annual Statewide Conference on Domestic and Sexual Violence <i>Faculty- Full Faith and Credit and Criminal Bail Protective Orders</i>	May 2009
AmeriCorps Victim Advocate Training: <i>Faculty- Full Faith and Credit and Court Domestic Violence Protocols</i>	January, 2009
New Hampshire Department of Safety Agency, Terminal Coordinators Conference,	November 2008

Elizabeth Paine-Resume

Faculty- Criminal Bail Protective Orders

Regional Training for Family Division Clerks on Domestic Violence <i>Co-Presenter- Domestic violence refresher taught with NHCADSV staff</i>	February- March 2008
Training for New Hampshire Coalition Against Domestic Sexual Violence PMC <i>Presenter-Domestic Violence and Stalking Forms Revisions and Project Passport</i>	December 2007
New Hampshire Thirteenth Annual Statewide Conference on Domestic and Sexual Violence <i>Faculty- Revisions of NH's Civil Protective Order Forms, Extending Project Passport.</i>	June 2007
Covering the Nation: Extending Project Passport Northeast/Great Lakes Meeting National Center for State Courts, Boston MA. <i>Faculty</i>	March 2007
Domestic Violence and Firearms: A National Summit on Community Safety NH State Team member	September 2006
New Hampshire Tenth Annual Statewide Conference on Domestic and Sexual Violence <i>Faculty- presented on the New Hampshire Domestic Violence Registry</i>	June 2004
New Hampshire Seventh Annual Statewide Conference on Domestic and Sexual Violence <i>Faculty - presented on Grafton County Greenbook Project</i>	June 2001
STOP TA Fatality Review Conference <i>Faculty-presented panel on Media and Fatality Review Teams</i>	November 2000
New Hampshire Fourth Annual Statewide Conference on Family Violence <i>Faculty -presented workshop on SJI Domestic Violence Data Collection Project</i>	June 1998
New Hampshire's Third Statewide Conference on Family Violence <i>Faculty and Conference Committee Member</i>	June 1997
Association of Family and Conciliation Courts Facing Up to the Complexities of Family Violence: NO SIMPLE SOLUTIONS. Boston, Massachusetts	September 1996
Presented and facilitated workshops on New Hampshire's Domestic Violence Protocol Keene, Hampton, Berlin and Plymouth, N.H.	May- June 1996
Domestic Violence and Sexual Assault and the Legal System: A Conference for For Victim Advocates <i>Faculty- Conducted a workshop on Domestic Violence and the District Court Protocol</i>	May 1996
STOP Violence Against Women Grantees Conference, Washington D.C. One of three Representatives from New Hampshire	July 1995
New Hampshire's Second Statewide Conference on Family Violence, Conference Co-chair. Facilitated workshops on the Violence Against Women Act conducted by Bonnie Campbell.	March 1995
Moderator for a panel on weapons and VAWA.	March, 1995
National Council of Juvenile and Family Court Judges Workshop on Coordinating Councils. San Jose, California <i>Faculty. Presented on data collection efforts in New Hampshire</i>	February 1995
New Hampshire First Statewide Conference on Family Violence Waterville Valley, N.H. Conference Committee	May 1994
Career Prosecutor's Course. National College of District Attorneys' Houston, Texas.	June 1993
Courts and Communities: Confronting Violence in the Family. The National Council of Juvenile and Family Court Judges. Member of New Hampshire State Team	March 1993
Office of Juvenile Justice and Delinquency Prevention Training in Child Abuse Investigation and Exploitation	April and December 1992

Elizabeth Paine-Resume

BERNADETTE M. PLANTE

OBJECTIVE

To obtain a challenging full or part time position within the educational, childcare, or social services field that will fully utilize my diverse knowledge, education, and experience.

PROFESSIONAL PROFILE

Guardian Ad Litem, Court Appointed Special Advocate

- Excellent knowledge of Juvenile Court/Child Welfare System.
- Assisted in development of organizational policies for Guardian Ad Litem's & Staff.
- Represented organization at both state and local level.
- Supervision and Training of professional development of staff.
- Member of the Senior Management Team.
- Up-to-date on current industry trends with staff recruiting and development experience.
- Proven track record for providing quality client assessment, counseling, and referrals.
- Experience in networking with local/state agencies and grant writing.
- Ability to work productively both independently or as a cooperative team member.
- Solid background in designing/implementing new behavioral and vocational programs

Parent Child Mediation, City of Nashua, NH

WORK HISTORY

CASA (COURT APPOINTED SPECIAL ADVOCATE) OF NEW HAMPSHIRE (2001 - Present)

Senior CASA Program Manager (2008-Present)

- Court Diversion Program (2007-2009)
- Supervised Staff Supervisors in Colebrook, Berlin, Plymouth, Manchester and Nashua District and Family Courts to ensure effective service delivery to abused and neglected children.
- Acted as a liaison to all North Country, Lakes Region, Manchester and Nashua local offices of the Division of Children, Young and Families (DCYF).
- Developed and provided training standards for both Staff, Volunteers and Guardian Ad Litem's.
- Conducted performance evaluations of Staff.
- Valuable Professional of the Senior Management Team.

Supervisor of Guardian Ad Litem's (2001-2008)

- Recruited, screened, trained and supervised CASA Guardian Ad Litem Volunteers, providing 40 hour intensive training.
- Responsible for matching case's to appropriate Volunteer (all cases are abuse and neglect petitions filed through either District or Family Court).
- Co-managed all cases with volunteer, maintaining monthly supervision data in CASA database, provided data quarterly, or as needed, to Executive Director
- Ensured all Court Reports prepared by CASA/GAL are typed, edited, reproduced and delivered with the statutory time frames to court and all relevant parties.
- Acted as a liaison to Court Personnel.

NASHUA PASTORAL CARE CENTER INC, Nashua, NH (1996 - 2001)

Emergency Assistance Outreach Director (1998 - 2001)

- Continuously handled a high-risk caseload, managed Annual Grants, and prepared statistical information for the United Way.
- Assisted in résumé writing and preparation for non-skilled working population.
- Developed job opportunities for professional, skilled, and non-skilled clientele.
- Represented organization as a public speaker at public relations events and fund-raisers.
- Managed 200 volunteers and coordinated annual Christmas Program, which served over 680 families.

Case Manager (1996 - 1998)

- Managed high-risk caseload working with women in recovery from addictions.
- Co-facilitated bi-weekly support group for women to empower and assist with integration into the community.
- Co-facilitated weekly parenting group for women in recovery.
- Facilitated educational, housing, and individual plans to become non-recipients of welfare.
- Developed close working relationships with educational personnel from local colleges, the City, and Welfare Department.
- Maintained up-to-date on local and state changes pertaining to welfare reform.

BIG BROTHERS/BIG SISTERS OF GREATER NASHUA, Nashua, NH (1996 - 1997)

Case Worker

- Handled caseload of 25 families and recruited/trained volunteers.
- Assisted in major fundraising projects and writing press releases.
- Provided sexual abuse prevention training to children, parents, and volunteers.
- Interviewed and screened adults and children for program eligibility.
- Aided in providing support groups for parents and volunteers, addressing parenting issues of elementary aged children to teenagers.
- Researched potential grant possibilities and represented organization at public speaking engagements.

EDUCATION

MELTON MOWBRY COLLEGE, Leicester, England

B.S. Degree Equivalent in Social Work & Child Welfare with additional post graduate study.

CONTINUING EDUCATION

NH Attorney General's Task Force Conference on Child Abuse & Neglect
PSNH Conference on Electric Utility Service for Low-Income Families
Nurturing Families through Recovery, Coalition on Addiction, Pregnancy & Parenting
Intake & Assessment; Division of Children, Youth & Families
Working with Chronically Mentally Ill Patients, Manchester Mental Health
Juvenile Court Process; Div of Children, Youth & Families
Working with Sexually Abused Children; Division of Children, Youth & Families

Fetal Alcohol Syndrome, Rivier College, Nashua, NH
Dynamics of Child Abuse and Neglect within the Family; Division of Children, Youth & Families
Cultural Awareness, Rivier College, Nashua, NH
Assessment & Case Planning, Big Brothers/Big Sisters of America
Physical & Psychological Adolescent Changes
Mediating Divorce, Child Parent Mediation
Dealing with Domestic Violence
Community Conference; Division of Children, Youth & Families

REFERENCES ARE AVAILABLE ON REQUEST

Diane M. Valladares



EXPERIENCE

CASA of NH, Manchester, NH

November 2002 - Present

Training and Recruitment Coordinator for statewide non-profit volunteer guardian ad litem program, representing abused and neglected children in the NH court system. Recruit, screen and interview candidates to serve child clients, set training schedule, coordinate speakers. Increased retention of volunteers by 100% during my first year through monthly newsletters and educational conferences for volunteers. Daily tasks include maintenance of two volunteer databases (COMET and Gift Maker Pro), application processing, follow-up of volunteer inquiries, interview and class scheduling. Monthly budget and application reports for staff and Board, as well as press releases. Publish yearly calendar and business directory, as well as recruitment and retention materials. Maintain and update training manual for volunteers. Plan and execute two major volunteer events per year.

WHITNEY LAW OFFICES, Nashua, NH

January 2001 - June 2002

Paralegal Assistant for private law practice specializing in family, real estate, personal injury, bankruptcy and criminal law. Responsibilities included screening clients, maintaining calendar, case maintenance, research, interaction with court officers, client correspondence, billing, handling phones and mail.

DESIGNWARES, 206 Main Street, Nashua, NH, 03060

August 2000 - Present

Sales Consultant for upscale retail artisan boutique. Responsibilities include customer service inventory control, purchasing, maintaining mailing list database, merchandising. Currently work almost exclusively on maintaining the customer database for sales promotions.

BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH

September 1996 - June 1999

Educator, Grade 4. Created and implemented educational plans for heterogeneously grouped, inclusionary classes utilizing reading and writing workshop approach to integrated language arts, hands-on science and mathematics, and a class meeting approach to solving issues and problems. Served as PTO liaison.

CHARLOTTE AVENUE / BICENTENNIAL ELEMENTARY SCHOOL, Nashua, NH

September 1991 - January 1996

Special Education Paraprofessional Modified assignments and gave academic support within the classroom to students on individual education plans at the fifth and sixth grade level. Provided one-on-one, small group and whole class instruction. Administered various assessments (Woodcock-Johnson, K-TEA, TOWL) to individual students.

EDUCATION: Rivier College, Nashua, NH, 1996 B.A. Elementary Education
The Berkeley School, White Plains, NY - 1979, Secretarial Diploma

PROFESSIONAL AFFILIATIONS: Nashua College Club, Vice President
CASA of NH - Guardian ad Litem
NH Notary Public and Justice of the Peace

REFERENCES: Excellent references available on request.

Jonelle Gaffney



Objective To obtain full time employment that would allow me the opportunity to continue to work with families and children in the social service spectrum by helping to assist in providing services to families in need.

Education Southern New Hampshire University - Manchester, New Hampshire
Bachelor of Arts in Psychology
Minor in Sociology, 2000-2004
Graduated Cum Laude

2002-2004: Treasurer of the National Honor Society for Psychology (PSI CHI)

Professional Experience

CASA of NH, Manchester, NH
(October 2009 to Present)
CASA Guardian Ad Litem Senior Program Manager

- Responsible for the recruitment, training, and on-going supervision of volunteer guardian ad litem assigned to abused and neglected children in the court system.
- Oversee five program managers

Devereux Florida, Orlando, FL
(October 2008-September 2009)
Family Case Manager-Specialized Medical Unit

- Identified needs of and provided direct care services to families in meeting the specialized needs of medically involved or medically fragile children within the child welfare system
- Developed, implemented, and monitored family case plans and provided families with the necessary skills and motivation in order to meet the goals of the case plan to ensure child safety and well-being
- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as daycare and other referrals to community agencies for counseling and financial assistance
- Facilitated multi-disciplinary meetings to collaborate on ideas and suggestions to help families successfully meet the needs of their children
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning
- Acted as a mentor to other workers within the service center

Devereux Florida, Orlando, FL
(June 2007-October 2008)
Family Case Manager

- Provided direct care services to families where some indicators of abuse, abandonment, or neglect issues have been identified
- Developed, implement, and monitored family case plans

- Determined the need for child removal, continued services, or termination of services based upon an expert child safety assessment
- Empowered and promoted self sufficiency of clients
- Wrote documents for the Court; including Shelter Petitions, Predisposition Reports, Judicial Reviews, Status Reports, and Case Plans
- Provided testimony to the Court and served as a liaison between the Department of Children and Families and the Court
- Provided clients with services, such as lower cost daycare and other referrals to community agencies for counseling and financial assistance.
- Attended meetings with the legal department, foster care department, and the child protection team to make informed decisions regarding child safety and permanency planning

**Key Program, Inc., Methuen, MA
(September 2006-June 2007)
Assistant Program Supervisor**

- Assisted the program supervisor in managing residential facility, including staff supervision and ensuring clients' treatment goals and needs are being met. Monitor program organization, client files, scheduling, and general program maintenance
- Utilized techniques from the Crisis Prevention and Intervention Institute to facilitate the de-escalation of clients who are in crisis
- Provided twenty-four hour on call support to residential caseworkers in ensuring clients' and staff's safety
- Utilized the Situational Leadership Model in providing formal and informal supervision to direct care staff with regards to their performance and professional development
- Facilitated client referrals, intakes, and discharge meetings

**Key Program Inc., Methuen, MA
(May 2004-September 2006)
Residential Caseworker**

- Supervised children (aged 12-18) in a residential setting on achieving their treatment plan goals, documenting their stay, managing behavioral problems, implementing consequences, and helping clients develop positive social skills and life skills
- Worked directly with families of various ethnicities and backgrounds to understand the families different needs
- CPR, First Aid, and CPI Certified
- Attended multiple trainings focusing on family works, juvenile justice, 51A reporting, common diagnosis (bi-polar, multiple personality disorder, ADHD, and schizophrenia)

Specialized Trainings and/or Certifications

- Certified Family Services Counselor (March 2008)
- Specific trainings as they relate to the following: Health and Information and Accountability Act (HIPAA), Code of Ethics, Medical Neglect, Child Abuse Prevention, Early Childhood Trauma, Domestic Violence, Supervising Visits for Sexually Abused Children, Educational Trainings, Drug Abuse, and other various trainings as they relate to the field of child welfare.

References available upon request

CASA of NH Board of Directors – 2017/2018

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acoveno@hearst.com

Thomas Buchanan-Treasurer
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John Zahr - Secretary
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Kathy Christensen

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New Hampshire Women's Foundation

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Chief Nick Willard
Manchester Police Department
EWILLARD@manchesternh.gov

CASA of NH Board of Directors – 2017/2018

Marcia (Marty) Sink- President/CEO
CASA of NH

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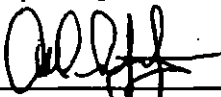
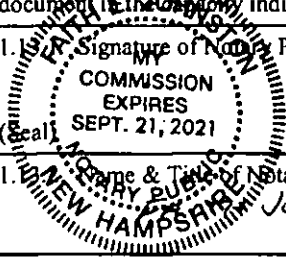
CASA Contact Information
138 Coolidge Avenue
Manchester, NH 03102
Toll-free telephone: 800-626-0622
603-626-4600 (f) 603-623-6362
General Delivery Email -- speakup@casanh.org
Website: www.casanh.org

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Mary Hitchcock Memorial Hospital		1.4. Subrecipient Address 1 Medical Center Dr., Lebanon, NH 03756	
1.5 Subrecipient Phone # (603) 653-3580	1.6. Account Number 02-20-20-201510 5021-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 160,441.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Daniel P. Jantzen, Chief Financial Officer	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of <u>Grafton</u> on <u>4-9-18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.14. Signature of Notary Public or Justice of the Peace  <u>Sarah Johnston</u>			
1.15. Name & Title of Notary Public or Justice of the Peace <u>Johnston, Notary</u>			
1.14. State Agency Signature(s) <u>Kathleen Carr</u>		1.15. Name & Title of State Agency Signor(s) <u>Kathleen Carr, Director of Administrative</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u>HRW</u> Assistant Attorney General, On: <u>4/27/18</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / /</u>			

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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
- 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.


4/9/18

EXHIBIT A

-SCOPE OF SERVICES-

1. Mary Hitchcock Memorial Hospital as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of child abuse in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$160,441 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

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 applicant 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

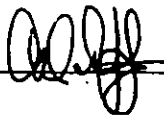
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one 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 Mary Hitchcock Memorial Hospital (Applicant) certifies that any funds awarded through grant number 5021-072-500575 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 Mary Hitchcock Memorial Hospital (Applicant) 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: Daniel P. Janzten, Chief Financial Officer

Signature: _____



Date: _____

4/9/18

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

I. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

- i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.
<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>
- ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);
specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials

Date

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials
 Date 4/19/18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials

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Date

4/9/18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials

CPJ

Date

4/9/18

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.

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

Subrecipient Initials

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Date

4/9/08

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials

Date

4/9/18

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials

QJ

Date

4/9/08

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials

Date

4/9/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials

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Date

4/17/17

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period --may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials
Date 4/19/18

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials

dl

Date

4/9/18

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials
Date 4/1/08

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

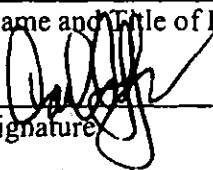
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Daniel P. Jantzen, Chief Financial Officer

Name and Title of Head of Agency



Signature

Date


4/9/18

Mary Hitchcock Memorial Hospital - One Medical Center Drive, Lebanon, NH 03756

Name and Address of Agency

Subrecipient Initials

Date


4/9/18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_ceop.htm

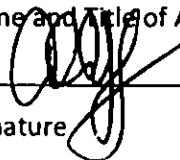
The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Daniel P. Jantzen, Chief Financial Officer

Name and Title of Authorized Representative




4/9/18
Date

Mary Hitchcock Memorial Hospital - One Medical Center Drive, Lebanon, NH 03756

Name and Address of Agency


Name and Address of Agency

Subrecipient Initials 
Date 4/9/18

**DARTMOUTH-HITCHCOCK (D-H)
DARTMOUTH-HITCHCOCK HEALTH (D-HH)**

BOARDS OF TRUSTEES & BOARD OFFICERS | Effective: January 2018

<p>Jeffrey A. Cohen, MD MHMH/DHC Trustee <i>Chair, Dept. of Neurology</i></p>	<p>Robert A. Oden, Jr., PhD MHMH/DHC/D-HH Boards' Vice Chair <i>Retired President, Carleton College</i></p>
<p>Duane A. Compton, PhD MHMH/DHC/D-HH Trustee <i>Ex-Officio: Dean, Geisel School of Medicine at Dartmouth</i></p>	<p>Steven A. Paris, MD D-HH Trustee <i>Regional Medical Director, Community Group Practices (CGPs)</i></p>
<p>William J. Conaty MHMH/DHC/D-HH Trustee <i>President, Conaty Consulting, LLC</i></p>	<p>Charles G. Plimpton, MBA MHMH/DHC/D-HH Boards' Treasurer <i>Retired Investment Banker</i></p>
<p>Joanne M. Conroy, MD MHMH/DHC/D-HH Trustee <i>Ex-officio: CEO, Dartmouth-Hitchcock; President, D-HH</i> <u>Effective August 7, 2017</u></p>	<p>Kari M. Rosenkranz, MD MHMH/DHC (Lebanon Physician) Trustee <i>Associate Professor of Surgery; Medical Director, Comprehensive Breast Program; and Vice Chair for Education, Department of Surgery</i></p>
<p>Vincent S. Conti, MHA MHMH/DHC/D-HH Trustee <i>Retired President & CEO, Maine Medical Center</i></p>	<p>Brian C. Spence, MD, MHCDS MHMH/DHC Trustee <i>Associate Professor of Anesthesiology</i></p>
<p>Denis A. Cortese, MD MHMH/DHC/D-HH Trustee <i>Foundation Professor at Arizona State University (ASU) and Director of ASU's Healthcare Delivery and Policy Program</i></p>	<p>Edward H. Stansfield, III, MA MHMH/DHC/D-HH Trustee <i>Senior Resident Director and Senior Vice President for the Hanover, NH Merrill Lynch Office</i></p>
<p>Barbara J. Couch MHMH/DHC/D-HH Boards' Secretary <i>President of Hypertherm's HOPE Foundation (includes leadership of all of Hypertherm's philanthropic and volunteer initiatives)</i></p>	<p>Pamela Austin Thompson, MS, RN, CENP, FAAN MHMH/DHC/D-HH Trustee <i>Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)</i></p>
<p>Paul P. Danos, PhD MHMH/DHC/D-HH Trustee <i>Dean Emeritus; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth</i></p>	<p>Anne-Lee Verville MHMH/DHC/D-HH Boards' Chair <i>Retired senior executive, IBM</i></p>
<p>Senator Judd A. Gregg MHMH/DHC Trustee <i>Senior Advisor to SIFMA</i></p>	<p>Jon Wahrenberger, MD MHMH/DHC (Lebanon Physician) Trustee <i>Cardiologist</i></p>
<p>Laura K. Landy, MBA MHMH/DHC/D-HH Trustee <i>President and CEO of the Fannie E. Rippel Foundation</i></p>	<p>Marc B. Wolpow, JD, MBA MHMH/DHC/D-HH Trustee <i>Co-Chief Executive Officer of Audax Group</i></p>

Initial  Date 4/9/18

DATE: April 6, 2018

COMPANY AFFORDING COVERAGE
 Hamden Assurance Risk Retention Group, Inc.
 P.O. Box 1687
 30 Main Street, Suite 330
 Burlington, VT 05401

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 policies below.

INSURED
 Mary Hitchcock Memorial Hospital
 One Medical Center Drive
 Lebanon, NH 03755
 (603)653-6850

COVERAGES

This is to certify that the Policy listed below have been issued to the Named Insured 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. This policy issued by a risk retention group may not be subject to all insurance laws and regulations in all states. State insurance insolvency funds are not available to a risk retention group policy.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
				DAMAGE TO RENTED PREMISES	\$100,000
				MEDICAL EXPENSES	N/A
				PERSONAL ADV INJURY	\$1,000,000
				GENERAL AGGREGATE	\$3,000,000
OTHER				PRODUCTS-COMP/OP AGGREGATE	
PROFESSIONAL LIABILITY	0002017-A	07/01/2017	06/30/2018	EACH CLAIM	\$1,000,000
X CLAIMS MADE				ANNUAL AGGREGATE	\$3,000,000
OCCURENCE					
OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate of Insurance issued as evidence of insurance.

CERTIFICATE HOLDER


NH Dept. of Justice
 33 Capital Street
 Concord, NH 03301

Attn: Tanya Pitman, Criminal Justice Program Specialist

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES



Initial aj Date 4/6/18



DARTHIT-01

DMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2018

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 License # 1780862 HUB International New England 300 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Dan McDonald	
	PHONE (A/C, No, Ext): (508) 808-7293	FAX (A/C, No): (866) 235-7129
E-MAIL ADDRESS: dan.mcdonald@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Safety National Casualty Corporation		15105
INSURED Mary Hitchcock Memorial Hospital 1 Medical Center Dr. Lebanon, NH 03756	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AGC4057405	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for Mary Hitchcock Memorial Hospital

CERTIFICATE HOLDER NH Department of Justice 33 Capital Street 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
---	--

CERTIFICATE OF VOTE/AUTHORITY

I, Anne-Lee Verville, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:
ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets
“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Daniel P. Jantzen is the Chief Financial Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 10th day of April, 2018.




Anne-Lee Verville, Board Chair

STATE OF NHCOUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 10 day of April, 2018, by Anne-Lee Verville.





Notary Public
My Commission Expires: April 19, 2022

State of New Hampshire

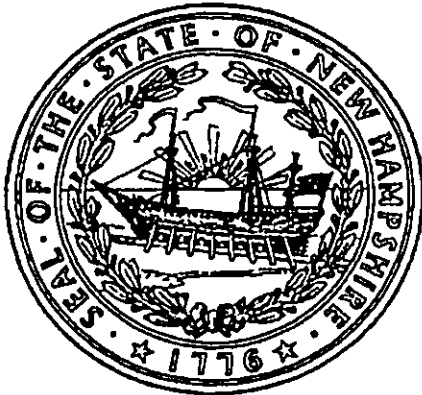
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. 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: 68517

Certificate Number: 0004082905



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: April 7, 2003

Mary Hitchcock Memorial Hospital
One Medical Center Dr.
Lebanon, NH 03756-0001

Person to Contact:

Tonya Martin 31-07387
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST

877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

02-0222140

Accounting Period Ends:

September 30

Dear Sir or Madam:

This is in response to your request of April 7, 2003, regarding your organization's tax exempt status.

In August 1934 we issued a determination letter that recognized your organization as exempt from federal income tax under section 101(6) of the Internal Revenue Code of 1939 (now section 501(c)(3) of the Internal Revenue Code of 1986). That determination letter is still in effect.

We classified your organization as a publicly supported organization, and not a private foundation, because it is described in sections 509(a)(1) and 170(b)(1)(A)(iii) of the Code. This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

As of January 1, 1984, your organization is liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more the organization pays to each of its employees during a calendar year. There is no liability for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Initial



Date

4/9/18

Mary Hitchcock Memorial Hospital
02-0222140

Donors may deduct contributions to your organization as provided in section 170 of the Code.

Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

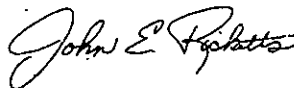
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.

You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the permanent records of the organization.

If you have questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

Initial



Date

4/9/18

Dartmouth-Hitchcock Health and Subsidiaries

**Consolidated Financial Statements
June 30, 2017 and 2016**

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2017 and 2016

	Page(s)
Report of Independent Auditors	1-2
Consolidated Financial Statements	
Balance Sheets	3
Statements of Operations and Changes in Net Assets	4-5
Statements of Cash Flows	6
Notes to Financial Statements	7-46
Consolidating Supplemental Information - Unaudited	
Balance Sheets	47-50
Statements of Operations and Changes in Unrestricted Net Assets	51-54
Notes to the Supplemental Consolidating Information	55



Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and Subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and Subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2017 and 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We did not audit the financial statements of Alice Peck Day Hospital, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 2.8% of consolidated total assets at June 30, 2017, and total revenues of 3.3% of consolidated total revenues for the year then ended. We did not audit the consolidated financial statements of The Cheshire Medical Center, a subsidiary whose sole member is Dartmouth-Hitchcock Health, which statements reflect total assets of 8.8% of consolidated total assets at June 30, 2016, and total revenues of 9.2% of consolidated total revenues for the year then ended. Those statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion expressed herein, insofar as it relates to the amounts included for Alice Peck Day Hospital as of and for the year ended June 30, 2017 and The Cheshire Medical Center as of and for the year ended June 30, 2016, is based solely on the reports of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements 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 the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the



overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Health System as of June 30, 2017 and 2016, and the results of its operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Boston, Massachusetts
November 17, 2017

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Assets		
Current assets		
Cash and cash equivalents	\$ 68,498	\$ 40,592
Patient accounts receivable, net of estimated uncollectibles of \$121,340 and \$118,403 at June 30, 2017 and 2016 (Note 4)	237,260	260,988
Prepaid expenses and other current assets	89,203	95,820
Total current assets	394,961	397,400
Assets limited as to use (Notes 5 and 7)	662,323	592,468
Other investments for restricted activities (Notes 5 and 7)	124,529	142,036
Property, plant, and equipment, net (Note 6)	609,975	612,564
Other assets	97,120	87,266
Total assets	<u>\$ 1,888,908</u>	<u>\$ 1,831,734</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 18,357	\$ 18,307
Line of credit (Note 13)	-	36,550
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,220	3,176
Accounts payable and accrued expenses (Note 13)	89,160	107,544
Accrued compensation and related benefits	114,911	103,554
Estimated third-party settlements (Note 4)	27,433	19,650
Total current liabilities	253,081	288,781
Long-term debt, excluding current portion (Note 10)	616,403	625,341
Insurance deposits and related liabilities (Note 12)	50,960	56,887
Interest rate swaps (Notes 7 and 10)	20,916	28,917
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	282,971	272,493
Other liabilities	90,548	69,811
Total liabilities	<u>1,314,879</u>	<u>1,342,230</u>
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)		
Net assets		
Unrestricted (Note 9)	424,947	360,183
Temporarily restricted (Notes 8 and 9)	94,917	75,731
Permanently restricted (Notes 8 and 9)	54,165	53,590
Total net assets	<u>574,029</u>	<u>489,504</u>
Total liabilities and net assets	<u>\$ 1,888,908</u>	<u>\$ 1,831,734</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Unrestricted revenue and other support		
Net patient service revenue, net of contractual allowances and discounts	\$ 1,859,192	\$ 1,689,275
Provision for bad debts	63,645	55,121
Net patient service revenue less provision for bad debts	<u>1,795,547</u>	<u>1,634,154</u>
Contracted revenue (Note 2)	43,671	65,982
Other operating revenue (Note 2 and 5)	119,177	82,352
Net assets released from restrictions	<u>11,122</u>	<u>9,219</u>
Total unrestricted revenue and other support	<u>1,969,517</u>	<u>1,791,707</u>
Operating expenses		
Salaries	966,352	872,465
Employee benefits	244,855	234,407
Medical supplies and medications	306,080	309,814
Purchased services and other	289,805	255,141
Medicaid enhancement tax (Note 4)	65,069	58,565
Depreciation and amortization	84,562	80,994
Interest (Note 10)	<u>19,838</u>	<u>19,301</u>
Total operating expenses	<u>1,976,561</u>	<u>1,830,687</u>
Operating loss	<u>(7,044)</u>	<u>(38,980)</u>
Nonoperating gains (losses)		
Investment gains (losses) (Notes 5 and 10)	51,056	(20,103)
Other losses	(4,153)	(3,845)
Contribution revenue from acquisition (Note 3)	<u>20,215</u>	<u>18,083</u>
Total nonoperating gains (losses), net	<u>67,118</u>	<u>(5,865)</u>
Excess (deficiency) of revenue over expenses	<u>\$ 60,074</u>	<u>\$ (44,845)</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Unrestricted net assets		
Excess (deficiency) of revenue over expenses	\$ 60,074	\$ (44,845)
Net assets released from restrictions	1,839	3,248
Change in funded status of pension and other postretirement benefits (Note 11)	(1,587)	(66,541)
Other changes in net assets	(3,364)	-
Change in fair value of interest rate swaps (Note 10)	7,802	(5,873)
Increase (decrease) in unrestricted net assets	<u>64,764</u>	<u>(114,011)</u>
Temporarily restricted net assets		
Gifts, bequests, sponsored activities	26,592	12,227
Investment gains	1,677	518
Change in net unrealized gains on investments	3,775	(1,674)
Net assets released from restrictions	(12,961)	(12,467)
Contribution of temporarily restricted net assets from acquisition	103	670
Increase (decrease) in temporarily restricted net assets	<u>19,186</u>	<u>(726)</u>
Permanently restricted net assets		
Gifts and bequests	300	699
Investment gains (losses) in beneficial interest in trust	245	(219)
Contribution of permanently restricted net assets from acquisition	30	29
Increase in permanently restricted net assets	<u>575</u>	<u>509</u>
Change in net assets	84,525	(114,228)
Net assets		
Beginning of year	<u>489,504</u>	<u>603,732</u>
End of year	<u>\$ 574,029</u>	<u>\$ 489,504</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Cash flows from operating activities		
Change in net assets	\$ 84,525	\$ (114,228)
Adjustments to reconcile change in net assets to net cash (used) provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	(8,001)	4,177
Provision for bad debt	63,645	55,121
Depreciation and amortization	84,711	81,138
Contribution revenue from acquisition	(20,348)	(18,782)
Change in funded status of pension and other postretirement benefits	1,587	66,541
Loss on disposal of fixed assets	1,703	2,895
Net realized (gain) losses and change in net unrealized (gain) losses on investments	(57,255)	27,573
Restricted contributions and investment earnings	(4,374)	(4,301)
Proceeds from sales of securities	809	496
Loss from debt defeasance	381	-
Changes in assets and liabilities		
Patient accounts receivable, net	(35,811)	(101,567)
Prepaid expenses and other current assets	7,386	4,767
Other assets, net	(8,934)	2,188
Accounts payable and accrued expenses	(17,820)	(23,668)
Accrued compensation and related benefits	10,349	5,343
Estimated third-party settlements	7,783	(3,652)
Insurance deposits and related liabilities	(5,927)	(14,589)
Liability for pension and other postretirement benefits	8,935	15,599
Other liabilities	11,431	2,109
Net cash provided (used) by operating and nonoperating activities	<u>124,775</u>	<u>(12,840)</u>
Cash flows from investing activities		
Purchase of property, plant, and equipment	(77,361)	(73,021)
Proceeds from sale of property, plant, and equipment	1,087	612
Purchases of investments	(259,201)	(67,117)
Proceeds from maturities and sales of investments	276,934	66,105
Cash received through acquisition	3,564	12,619
Net cash used by investing activities	<u>(54,977)</u>	<u>(60,802)</u>
Cash flows from financing activities		
Proceeds from line of credit	65,000	140,600
Payments on line of credit	(101,550)	(105,250)
Repayment of long-term debt	(48,506)	(104,343)
Proceeds from issuance of debt	39,064	140,031
Payment of debt issuance costs	(274)	(14)
Restricted contributions and investment earnings	4,374	4,301
Net cash (used) provided by financing activities	<u>(41,892)</u>	<u>75,325</u>
Increase in cash and cash equivalents	27,908	1,883
Cash and cash equivalents		
Beginning of year	40,592	38,909
End of year	<u>\$ 68,498</u>	<u>\$ 40,592</u>
Supplemental cash flow information		
Interest paid	\$ 23,407	\$ 22,298
Asset depreciation due to affiliations	-	(960)
Net assets acquired as part of acquisition, net of cash acquired	16,784	6,163
Building construction in process financed by a third party	8,426	-
Construction in progress included in accounts payable and accrued expenses	14,669	16,427
Equipment acquired through issuance of capital lease obligations	-	2,001
Donated securities	809	688

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

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Notes to Financial Statements

June 30, 2017 and 2016

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of Mary Hitchcock Memorial Hospital (MHMH) and Dartmouth-Hitchcock Clinic (DHC) (collectively referred to as "Dartmouth-Hitchcock" (D-H)), New London Hospital Association (NLH), Mt. Ascutney Hospital and Health Center (MAHHC), The Cheshire Medical Center (Cheshire), Alice Peck Day Memorial Hospital (APD) and Visiting Nurse & Hospice for VT and NH (VNH).

The "Health System" consists of D-HH, its affiliates and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, MHMH, DHC, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

Fiscal year 2017 includes a full year of operations of D-HH, D-H, NLH, MAHHC, Cheshire, APD and VNH. Fiscal year 2016 includes a full year of operations of D-HH, D-H, NLH, MAHHC and Cheshire, four months of operations of APD and no activity for VNH.

Community Benefits

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

The Health System files annual Community Benefits Reports with the State of NH which outlines the community and charitable benefits it provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community health services* include activities carried out to improve community health and could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available to participate unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Community health-related initiatives* occur outside of the organization(s) through various financial contributions of cash, in-kind, and grants to local organizations.
- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity care (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the years ended June 30, 2017 and 2016, the Health System provided financial assistance to patients in the amount of approximately \$29,934,000 and \$30,637,000, respectively, as measured by gross charges. The estimated cost of providing this care for the years ended June 30, 2017 and 2016 was approximately \$12,173,000 and \$12,257,000, respectively. The estimated costs of providing charity care services are determined applying a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using total expenses, less bad debt, divided by gross revenue.
- *Government-sponsored healthcare services* are provided to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.
- *The uncompensated cost of care for Medicaid patients* reported in the unaudited Community Benefits Reports for 2016 was approximately \$124,371,000. The 2017 Community Benefits Reports are expected to be filed in February 2018.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2016:

(Unaudited, in thousands of dollars)

Government-sponsored healthcare services	\$ 281,014
Health professional education	32,561
Subsidized health services	25,846
Charity care	10,769
Community health services	5,701
Research	3,417
Financial contributions	1,792
Community building activities	1,789
Community benefit operations	1,107
Total community benefit value	<u>\$ 363,996</u>

The Health System also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. During the years ended June 30, 2017 and 2016, the Health System reported a provision for bad debt expense of approximately \$63,645,000 and \$55,121,000, respectively.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954 *Healthcare Entities* (ASC 954), which addresses the accounting for healthcare entities. In accordance with the provisions of ASC 954, net assets, revenue, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts and contractual allowances, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Excess (Deficiency) of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess (deficiency) of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including unrestricted contribution income from acquisitions, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in unrestricted net assets which are excluded from the excess (deficiency) of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care and Provision for Bad Debts

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and bad debt expense. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

Contracted Revenue

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. This revenue includes retail pharmacy, joint operating agreements, grant revenue, cafeteria sales, meaningful use incentive payments and other support service revenue.

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Notes to Financial Statements

June 30, 2017 and 2016

Cash Equivalents

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income

Investments in equity securities with readily determinable fair values, mutual funds and pooled/comingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess (deficiency) of revenues over expenses. Fair value is 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 (Note 7).

Investments in pooled/comingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess (deficiency) of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

Certain affiliates of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and restricted assets were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in value of equity method investments, interest, and dividends) are included in the excess (deficiency) of revenue over expenses and classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

Fair Value Measurement of Financial Instruments

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- | | |
|---------|--|
| Level 1 | Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities. |
| Level 2 | Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement. |
| Level 3 | Prices or valuation techniques that are both significant to the fair value measurement and unobservable. |

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as unrestricted support, and excluded from the excess (deficiency) of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Trade Names

The Health System records trade names as intangible assets within other assets on the consolidated statements of financial position. The Health System considers trade names to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$2,700,000 as intangible assets associated with its affiliations as of June 30, 2017 and 2016. There were no impairment charges recorded for the years ended June 30, 2017 and 2016.

Derivative Instruments and Hedging Activities

The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash-flow hedge is reported in excess (deficiency) of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess (deficiency) of revenue over expenses.

Gifts and Bequests

Unrestricted gifts and bequests are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09 - *Revenue from Contracts with Customers* at the conclusion of a joint effort with the International Accounting Standards Board to create common revenue recognition guidance in accordance with accounting principles generally accepted in the United States of America and international accounting standards. This framework ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services, by allocating transaction price to identified performance obligations, and recognizing that revenue as performance obligations are satisfied. Qualitative and quantitative disclosures will be required to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The original standard was effective for fiscal years beginning after December 15, 2016; however, in July 2015, the FASB approved a one-year deferral of this standard, with a new effective date for fiscal years beginning after December 15, 2017 or fiscal year 2019 for the Health System. The Health System is evaluating the impact this will have on the consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03 - *Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs*, which requires all costs incurred to issue debt to be presented in the balance sheet as a direct deduction from the carrying value of the associated debt liability. The Health System implemented the new standard during the year ended June 30, 2017 and reclassified \$3,933,000 as of June 30, 2016, to conform to the 2017 presentation.

In February 2016, the FASB issued ASU 2016-02 - *Leases*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. Early adoption is permitted once ASU 2014-09 has been adopted. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) may be early adopted. The Health System implemented this aspect of the new standard during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*, which makes targeted changes to the not-for-profit financial reporting model. Under the new ASU, net asset reporting will be streamlined and clarified. The existing three-category classification of net assets will be replaced with a simplified model that combines temporarily

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment have also been simplified and clarified. New disclosures will highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. Not-for-profits will continue to have flexibility to decide whether to report an operating subtotal and if so, to self-define what is included or excluded. However, transparent disclosure must be provided if the operating subtotal includes internal transfers made by the governing board. The ASU also imposes several new requirements related to reporting expenses, including providing information about expenses by their natural classification. The ASU is effective for fiscal years beginning after December 15, 2017 or fiscal year 2019 for the Health System and early adoption is permitted. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

Reclassifications

Certain amounts in the 2016 consolidated financial statements have been reclassified to conform to the 2017 presentation.

3. Acquisitions

Effective July 1, 2016, D-HH became the sole corporate member of VNH through an affiliation agreement. VNH is a not-for-profit corporation organized in VT providing home health, hospice and community based services to residents of NH and VT.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, The Health System recorded contribution income of approximately \$20,348,000, reflecting the fair value of the contributed net assets of VNH, on the transaction date. Of this amount \$20,215,000 represents unrestricted net assets and is included as a nonoperating gain in the accompanying consolidated statement of operations. Restricted contribution income of \$103,000 and \$30,000 was recorded within temporarily and permanently restricted net assets, respectively in the accompanying consolidated statement of changes in net assets. No consideration was exchanged for the net assets contributed and acquisition costs were expensed as incurred.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

The fair value of assets, liabilities, and net assets contributed by VNH at July 1, 2016 were as follows:

(in thousands of dollars)

Assets	
Cash and cash equivalents	\$ 3,564
Patient accounts receivable, net	4,107
Property, plant, and equipment, net	436
Other assets	15,323
Total assets acquired	<u>\$ 23,430</u>
Liabilities	
Accounts payable and accrued expenses	\$ 1,194
Accrued compensation and related benefits	1,008
Other liabilities	880
Total liabilities assumed	<u>3,082</u>
Net Assets	
Unrestricted	20,215
Temporarily restricted	103
Permanently restricted	30
Total net assets	<u>20,348</u>
Total liabilities and net assets	<u>\$ 23,430</u>

A summary of the financial results of VNH included in the consolidated statement of operations and changes in net assets for the period from the date of acquisition (July 1, 2016) through June 30, 2017 is as follows:

(in thousands of dollars)

Total operating revenues	\$ 22,964
Total operating expenses	22,707
Operating gain	<u>257</u>
Nonoperating gains	2,604
Excess of revenue over expenses	<u>2,861</u>
Net assets transferred to affiliate	20,348
Changes in temporarily and permanently restricted net assets	(103)
Increase in net assets	<u>\$ 23,106</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

A summary of the consolidated financial results of the Health System for the year ended June 30, 2016 as if the transaction had occurred on July 1, 2015 are as follows (unaudited):

(in thousands of dollars)

Total operating revenues	\$ 1,813,935
Total operating expenses	<u>1,852,896</u>
Operating loss	(38,961)
Nonoperating gains	<u>(5,953)</u>
(Deficiency) of revenue over expenses	(44,914)
Net assets released from restriction used for capital purchases	3,248
Change in funded status of pension and other post retirement benefits	(66,541)
Other changes in net assets	-
Change in fair value on interest rate swaps	<u>(5,873)</u>
(Decrease) increase in unrestricted net assets	<u>\$ (114,080)</u>

4. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debts as follows for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Gross patient service revenue	\$ 4,865,332	\$ 4,426,305
Less: Contractual allowances	3,006,140	2,737,030
Provision for bad debt	<u>63,645</u>	<u>55,121</u>
Net patient service revenue	<u>\$ 1,795,547</u>	<u>\$ 1,634,154</u>

Accounts receivable are reduced by an allowance for estimated uncollectibles. In evaluating the collectability of accounts receivable, the Health System analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing the allowance for bad debt expense. Management performs collection rate look-back analyses on a quarterly basis to evaluate the sufficiency of the allowance for estimated uncollectibles. Throughout the year, after all reasonable collection efforts have been exhausted, the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, will be written off against the allowance for estimated uncollectibles. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for estimated uncollectibles.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Accounts receivable, prior to adjustment for estimated uncollectibles, are summarized as follows at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Receivables		
Patients	\$ 90,786	\$ 126,320
Third-party payors	263,240	244,716
Nonpatient	4,574	8,355
	<u>\$ 358,600</u>	<u>\$ 379,391</u>

The allowance for estimated uncollectibles is \$121,340,000 and \$118,403,000 as of June 30, 2017 and 2016.

The following table categorizes payors into five groups and their respective percentages of gross patient service revenue for the years ended June 30, 2017 and 2016:

	2017	2016
Medicare	43 %	42 %
Anthem/blue cross	18	19
Commercial insurance	20	22
Medicaid	13	14
Self-pay/other	6	3
	<u>100 %</u>	<u>100 %</u>

The Health System has agreements with third-party payors that provide for payments at amounts different from their established rates. A summary of the acute care payment arrangements in effect during the years ended June 30, 2017 and 2016 with major third-party payors follows:

Medicare

The Health System's inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under the system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. The Health System is reimbursed during the year for services to Medicare beneficiaries based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Certain of the Health System's affiliates qualify as Critical Access Hospitals (CAH), which are reimbursed by Medicare at 101% (subject to sequestration of 2%) of reasonable costs for its inpatient acute, swing bed, and outpatient services, excluding ambulance services and inpatient hospice care. They are reimbursed at an interim rate for cost based services with a final settlement determined by the Medicare Cost Report filing. Medicare reimburses nursing home and rehabilitation services based on an acuity driven prospective payment system with no retrospective settlement.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Medicaid

The Health System's payments for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems and the skilled nursing facility is reimbursed on a prospectively determined per diem rate.

During the years ended June 30, 2017 and 2016, the Health System recorded State of NH Medicaid Enhancement Tax (MET) and State of VT Provider Tax of \$65,069,000 and \$58,565,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain net patient revenues in accordance with instructions received from the States. The provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in other operating expenses, was \$645,000 and \$528,000 in 2017 and 2016, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax "SB 369". As part of the agreement the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the Medicaid Enhancement Tax Agreement effective July 1, 2014, a "Trust / Lock Box" dedicated fund mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services. During the years ended June 30, 2017 and 2016, the Health System received disproportionate share hospital (DSH) payments of approximately \$59,473,000 and \$56,718,000, respectively which is included in net patient service revenue in the consolidated statement of operations and changes in net assets.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers. The Health System has recognized other revenue of \$1,156,000 and \$2,330,000 in meaningful use incentives for both the Medicare and VT Medicaid programs during the years ended June 30, 2017 and 2016, respectively.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action; failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicare and Medicaid programs.

Other

For services provided to patients with commercial insurance, the Health System receives payment for inpatient services at prospectively determined rates-per-discharge, prospectively determined per diem rates or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Nonacute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

The Health System has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2011 - 2015). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2017 and 2016, changes in prior estimates related to the Health System's settlements with third-party payors resulted in increases (decreases) in net patient service revenue of \$2,000,000 and \$(859,000) respectively, in the consolidated statements of operations and changes in net assets.

5. Investments

The composition of investments at June 30, 2017 and 2016 is set forth in the following table:

<i>(in thousands of dollars)</i>	2017	2016
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	\$ 9,923	\$ 12,915
U.S. government securities	44,835	33,578
Domestic corporate debt securities	100,953	65,610
Global debt securities	105,920	119,385
Domestic equities	129,548	100,009
International equities	95,167	61,768
Emerging markets equities	33,893	34,282
Real Estate Investment Trust	791	432
Private equity funds	39,699	33,209
Hedge funds	30,448	52,337
	<u>591,177</u>	<u>513,525</u>
Investments held by captive insurance companies (Note 12)		
U.S. government securities	18,814	22,484
Domestic corporate debt securities	21,681	29,123
Global debt securities	5,707	5,655
Domestic equities	9,048	7,830
International equities	13,888	11,901
	<u>69,138</u>	<u>76,993</u>
Held by trustees under indenture agreement (Note 10)		
Cash and short-term investments	2,008	1,950
Total assets limited as to use	<u>\$ 662,323</u>	<u>\$ 592,468</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Other investments for restricted activities		
Cash and short-term investments	\$ 5,467	\$ 12,219
U.S. government securities	28,096	21,351
Domestic corporate debt securities	27,762	33,203
Global debt securities	14,560	20,808
Domestic equities	18,451	19,215
International equities	15,499	13,986
Emerging markets equities	3,249	4,887
Real Estate Investment Trust	790	470
Private equity funds	3,949	4,780
Hedge funds	6,676	11,087
Other	30	30
Total other investments for restricted activities	<u>\$ 124,529</u>	<u>\$ 142,036</u>

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when debt securities or equity securities are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a nondistressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2017 and 2016. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2017		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 17,398	\$ -	\$ 17,398
U.S. government securities	91,745	-	91,745
Domestic corporate debt securities	121,631	28,765	150,396
Global debt securities	45,660	80,527	126,187
Domestic equities	144,618	12,429	157,047
International equities	29,910	94,644	124,554
Emerging markets equities	1,226	35,916	37,142
Real Estate Investment Trust	128	1,453	1,581
Private equity funds	-	43,648	43,648
Hedge funds	-	37,124	37,124
Other	30	-	30
	<u>\$ 452,346</u>	<u>\$ 334,506</u>	<u>\$ 786,852</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2016		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 27,084	\$ -	\$ 27,084
U.S. government securities	77,413	-	77,413
Domestic corporate debt securities	101,271	26,665	127,936
Global debt securities	40,356	105,492	145,848
Domestic equities	115,082	11,972	127,054
International equities	23,271	64,384	87,655
Emerging markets equities	331	38,838	39,169
Real estate investment trust	20	882	902
Private equity funds	-	37,989	37,989
Hedge funds	-	63,424	63,424
Other	30	-	30
	<u>\$ 384,858</u>	<u>\$ 349,646</u>	<u>\$ 734,504</u>

Investment income (losses) is comprised of the following for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Unrestricted		
Interest and dividend income, net	\$ 4,418	\$ 5,088
Net realized gains (losses) on sales of securities	16,868	(1,223)
Change in net unrealized gains on investments	<u>30,809</u>	<u>(22,980)</u>
	<u>52,095</u>	<u>(19,115)</u>
Temporarily restricted		
Interest and dividend income, net	1,394	536
Net realized gains (losses) on sales of securities	283	(18)
Change in net unrealized gains on investments	<u>3,775</u>	<u>(1,674)</u>
	<u>5,452</u>	<u>(1,156)</u>
Permanently restricted		
Change in net unrealized gains (losses) on beneficial interest in trust	<u>245</u>	<u>(219)</u>
	<u>245</u>	<u>(219)</u>
	<u>\$ 57,792</u>	<u>\$ (20,490)</u>

For the years ended June 30, 2017 and 2016 unrestricted investment income (losses) is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately \$1,039,000 and \$988,000 and as nonoperating gains (losses) of approximately \$51,056,000 and (\$20,103,000), respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2017 and 2016, the Health System has committed to contribute approximately \$119,719,000 and

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

\$116,851,000 to such funds, of which the Health System has contributed approximately \$81,982,000 and \$80,019,000 and has outstanding commitments of \$37,737,000 and \$36,832,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Land	\$ 38,058	\$ 33,004
Land improvements	37,579	36,899
Buildings and improvements	818,831	801,840
Equipment	766,667	744,443
Equipment under capital leases	20,495	20,823
	<u>1,681,630</u>	<u>1,637,009</u>
Less: Accumulated depreciation and amortization	<u>1,101,058</u>	<u>1,046,617</u>
Total depreciable assets, net	580,572	590,392
Construction in progress	29,403	22,172
	<u>\$ 609,975</u>	<u>\$ 612,564</u>

As of June 30, 2017 construction in progress primarily consists of the construction of the Hospice & Palliative Care Center and APD's medical office building, both in Lebanon, NH. The estimated cost to complete these projects at June 30, 2017 is \$7,335,000 and \$9,381,000, respectively.

The construction in progress for the Borwell building reported as of June 30, 2016 was completed during the first quarter of fiscal year 2017 and the building addition for New London at the Newport Health Center was completed in the second quarter of fiscal year 2017.

Depreciation and amortization expense included in operating and nonoperating activities was approximately \$84,711,000 and \$81,138,000 for 2017 and 2016, respectively.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

7. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Interest Rate Swaps

The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2017 and 2016:

(in thousands of dollars)	2017				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Assets						
Investments						
Cash and short term investments	\$ 17,398	\$ -	\$ -	\$ 17,398	Daily	1
U.S. government securities	91,745	-	-	91,745	Daily	1
Domestic corporate debt securities	66,238	55,393	-	121,631	Daily-Monthly	1-15
Global debt securities	28,142	17,518	-	45,660	Daily-Monthly	1-15
Domestic equities	144,618	-	-	144,618	Daily-Monthly	1-10
International equities	29,870	40	-	29,910	Daily-Monthly	1-11
Emerging market equities	1,226	-	-	1,226	Daily-Monthly	1-7
Real estate investment trust	128	-	-	128	Daily-Monthly	1-7
Other	-	30	-	30	Not applicable	Not applicable
Total investments	379,365	72,981	-	452,346		
Deferred compensation plan assets						
Cash and short-term investments	2,633	-	-	2,633		
U.S. government securities	37	-	-	37		
Domestic corporate debt securities	8,802	-	-	8,802		
Global debt securities	1,095	-	-	1,095		
Domestic equities	28,809	-	-	28,809		
International equities	9,595	-	-	9,595		
Emerging market equities	2,706	-	-	2,706		
Real estate	2,112	-	-	2,112		
Multi strategy fund	13,083	-	-	13,083		
Guaranteed contract	-	-	83	83		
Total deferred compensation plan assets	68,672	-	83	68,755	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,244	9,244	Not applicable	Not applicable
Total assets	\$ 448,037	\$ 72,981	\$ 9,327	\$ 530,345		
Liabilities						
Interest rate swaps	\$ -	\$ 20,916	\$ -	\$ 20,916	Not applicable	Not applicable
Total liabilities	\$ -	\$ 20,916	\$ -	\$ 20,916		

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2016				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Assets						
Investments						
Cash and short term investments	\$ 27,084	\$ -	\$ -	\$ 27,084	Daily	1
U.S. government securities	77,413	-	-	77,413	Daily	1
Domestic corporate debt securities	27,626	73,845	-	101,271	Daily-Monthly	1-15
Global debt securities	23,103	17,253	-	40,356	Daily-Monthly	1-15
Domestic equities	115,082	-	-	115,082	Daily-Monthly	1-10
International equities	23,271	-	-	23,271	Daily-Monthly	1-11
Emerging market equities	331	-	-	331	Daily-Monthly	1-7
Real estate investment trust	20	-	-	20	Daily-Monthly	1-7
Other	-	30	-	30	Not applicable	Not applicable
Total Investments	293,930	90,928	-	384,858		
Deferred compensation plan assets						
Cash and short-term investments	2,478	-	-	2,478		
U.S. government securities	30	-	-	30		
Domestic corporate debt securities	6,710	-	-	6,710		
Global debt securities	794	-	-	794		
Domestic equities	23,502	-	-	23,502		
International equities	8,619	-	-	8,619		
Emerging market equities	2,113	-	-	2,113		
Real estate	2,057	-	-	2,057		
Multi strategy fund	9,188	-	-	9,188		
Guaranteed contract	-	-	80	80		
Total deferred compensation plan assets	55,491	-	80	55,571	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,087	9,087	Not applicable	Not applicable
Total assets	\$ 349,421	\$ 90,928	\$ 9,167	\$ 449,516		
Liabilities						
Interest rate swaps	\$ -	\$ 28,917	\$ -	\$ 28,917	Not applicable	Not applicable
Total liabilities	\$ -	\$ 28,917	\$ -	\$ 28,917		

The following table is a rollforward of the statements of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

<i>(in thousands of dollars)</i>	2017		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,087	\$ 80	\$ 9,167
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains (losses)	157	3	160
Net asset transfer from affiliate	-	-	-
Balances at end of year	\$ 9,244	\$ 83	\$ 9,327

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2016		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,345	\$ 78	\$ 9,423
Purchases	-	-	-
Sales	-	-	-
Net unrealized gains (losses)	(258)	2	(256)
Net asset transfer from affiliate	-	-	-
Balances at end of year	<u>\$ 9,087</u>	<u>\$ 80</u>	<u>\$ 9,167</u>

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2017 and 2016.

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Healthcare services	\$ 32,583	\$ 44,561
Research	25,385	16,680
Purchase of equipment	3,080	2,826
Charity care	13,814	1,543
Health education	17,489	8,518
Other	2,566	1,603
	<u>\$ 94,917</u>	<u>\$ 75,731</u>

Permanently restricted net assets consist of the following at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Healthcare services	\$ 22,916	\$ 32,105
Research	7,795	7,767
Purchase of equipment	6,274	5,266
Charity care	6,895	2,991
Health education	10,228	5,408
Other	57	53
	<u>\$ 54,165</u>	<u>\$ 53,590</u>

Income earned on permanently restricted net assets is available for these purposes.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

9. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2017 and 2016.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Endowment net asset composition by type of fund consists of the following at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 29,701	\$ 45,756	\$ 75,457
Board-designated endowment funds	26,389	-	-	26,389
Total endowed net assets	\$ 26,389	\$ 29,701	\$ 45,756	\$ 101,846

<i>(in thousands of dollars)</i>	2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 25,780	\$ 45,402	\$ 71,182
Board-designated endowment funds	26,205	-	-	26,205
Total endowed net assets	\$ 26,205	\$ 25,780	\$ 45,402	\$ 97,387

Changes in endowment net assets for the year ended June 30, 2017:

<i>(in thousands of dollars)</i>	2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	\$ 26,205	\$ 25,780	\$ 45,402	\$ 97,387
Net investment return	283	5,285	2	5,570
Contributions	-	210	300	510
Transfers	-	(26)	22	(4)
Release of appropriated funds	(99)	(1,548)	-	(1,647)
Net asset transfer from affiliates	-	-	30	30
Balances at end of year	\$ 26,389	\$ 29,701	45,756	\$ 101,846

Balances at end of year	45,756
Beneficial interest in perpetual trust	8,409
Permanently restricted net assets	\$ 54,165

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Changes in endowment net assets for the year ended June 30, 2016:

<i>(in thousands of dollars)</i>	2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances at beginning of year	\$ 26,405	\$ 28,296	\$ 44,491	\$ 99,192
Net investment return	(54)	(1,477)	3	(1,528)
Contributions	-	271	699	970
Transfers	-	(216)	180	(36)
Release of appropriated funds	(146)	(1,094)	-	(1,240)
Net asset transfer from affiliates	-	-	29	29
Balances at end of year	\$ 26,205	\$ 25,780	45,402	\$ 97,387
Balances at end of year			45,402	
Beneficial interest in perpetual trust			8,188	
Permanently restricted net assets			\$ 53,590	

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

10. Long-Term Debt

A summary of long-term debt at June 30, 2017 and 2016 is as follows:

<i>(in thousands of dollars)</i>	2017	2016
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2015A, principal maturing in varying annual amounts, through August 2031 (2)	\$ 82,975	\$ 86,710
Series 2013, principal maturing in varying annual amounts, through August 2043 (10)	-	19,230
Vermont Educational and Health Buildings Financing Agency (VEHFBA) Revenue Bonds		
Series 2010A, principal maturing in varying annual amounts, through August 2030 (11)	-	7,881
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2016A, principal maturing in varying annual amounts, through August 2046 (1)	24,608	-
Series 2016B, principal maturing in varying annual amounts, through August 2046 (1)	10,970	-
Series 2014A, principal maturing in varying annual amounts, through August 2022 (4)	26,960	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (4)	14,530	14,530
Series 2012A, principal maturing in varying annual amounts, through August 2031 (5)	71,700	72,720
Series 2012B, principal maturing in varying annual amounts, through August 2031 (5)	39,340	39,900
Series 2012, principal maturing in varying annual amounts, through July 2039 (9)	26,735	27,490
Series 2010, principal maturing in varying annual amounts, through August 2040 (7)	75,000	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (8)	57,540	63,370
Total variable and fixed rate debt	<u>430,358</u>	<u>433,791</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

A summary of long-term debt at June 30, 2017 and 2016 is as follows (continued):

<i>(in thousands of dollars)</i>	2017	2016
Other		
Revolving Line of Credit, principal maturing through March 2019 (3)	49,750	49,750
Series 2012, principal maturing in varying annual amounts, through July 2025 (6)	136,000	140,000
Series 2010, principal maturing in varying annual amounts, through August 2040 (12)*	15,900	16,287
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	811	313
Note payable to a financial institution due in monthly interest only payments from October 2011 through September 2012, and monthly installments from October 2012 through 2016, including principal and interest at 3.25%; collateralized by savings account*	-	2,952
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	437	494
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046*	2,763	-
Obligations under capital leases	<u>3,435</u>	<u>4,875</u>
Total other debt	209,096	214,671
Total variable and fixed rate debt	<u>430,358</u>	<u>433,791</u>
Total long-term debt	639,454	648,462
Less		
Original issue discount, net	862	881
Bond issuance costs, net	3,832	3,933
Current portion	<u>18,357</u>	<u>18,307</u>
	<u>\$ 616,403</u>	<u>\$ 625,341</u>

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	2017
2018	\$ 18,357
2019	68,279
2020	19,401
2021	19,448
2022	19,833
Thereafter	<u>494,136</u>
	<u>\$ 639,454</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds.

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of MHMH, DHC, Cheshire, NLH and MAHHC. D-HH is designated as the obligated group agent.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive of which are the Annual Debt Service Coverage Ratio (1.10x) and the Days Cash on Hand Ratio (> 75 days).

(1) Series 2016A and 2016B Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2016A and 2016B in July 2016 through a private placement with a financial institution. The Series 2016A Revenue Bonds were primarily used to refund Series 2013A and Series 2013B and the Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016A Revenue Bonds mature in variable amounts through 2046. Interest is equal to the sum of .70 times one month LIBOR plus .70 times the spread. The variable rate as of June 30 2017 was 1.48% The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2046.

(2) Series 2015A Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2015A in September 2015 through a private placement with a financial institution. The Series 2015A Revenue Bonds were primarily used to refinance a portion of the Series 2011 Revenue Bonds and to cover cost of issuance. The Series 2015A Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The variable rate as of June 30 2017 was 1.51%

(3) Revolving Line of Credit

Through the DHOG, entered into Revolving Line of Credit TD Bank, N.A. (TD Bank). Interest on the TD Bank loan accrues variably and matures at various dates through March 2019. The variable rate as of June 30 2017 was 1.63%

(4) Series 2014A and Series 2014B Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

(5) Series 2012A and 2012B Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031.

(6) Series 2012 Bank Loan

Through the DHOG, issued the Bank of America, N.A. Series 2012 note, in July 2012. The proceeds from the Series 2012 note were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 note accrues at a fixed rate of 2.47% and matures at various dates through 2025.

(7) Series 2010 Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were primarily used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040.

(8) Series 2009 Revenue Bonds

Through the DHOG, issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were primarily used to advance refund the Series 2008 Revenue Bonds. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 5.00% and 6.00% and mature at various dates through August 2038.

(9) Series 2012 Revenue Bonds

Issued through the NHHEFA \$29,650,000 of tax-exempt Revenue Bonds Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds are collateralized by an interest in its gross receipts under the terms of the bond agreement. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%). Principal is payable in annual installments ranging from \$780,000 to \$1,750,000 through July 2039.

(10) Series 2013 Revenue Bonds

Issued through the NHHEFA \$15,520,000 tax exempt Revenue Bonds Series 2013A. The Series 2013A funds were used to refund Series 2007 Revenue Bonds. Additional borrowings were obtained (up to \$9,480,000 Revenue Bonds, Series 2013B) for the construction of a new health center building in Newport, NH. The bonds are collateralized by the gross receipts and property. The bonds mature in variable amounts through 2043, the maturity date of the bonds, but are subject to mandatory tender in ten years. Interest is payable monthly and is equal to the sum of .72 times the Adjusted LIBOR Rate plus .72 times the credit spread rate. As part of the bond refinancing, the swap arrangement was effectively terminated for federal tax purposes with

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

respect to the Series 2007 Revenue Bonds but remains in effect. These bonds were paid with the proceeds of the Series 2016A Revenue Bonds.

(14) Series 2010A Revenue Bonds

Issued through the VEHBFA \$9,244,000 of Revenue Bonds Series 2010A. The funds were used to refund 2004 and 2005 Series A Bonds. The bonds are collateralized by gross receipts. The bonds shall bear interest at the one-month LIBOR rate plus 3.50%, multiplied by 6% adjusting monthly. The bonds were purchased by TD Bank on March 1, 2010. Principal payments began on April 1, 2010 for a period of 20 years ranging in amounts from \$228,000 in 2014 to \$207,000 in 2030. These bonds were refunded in July 2016.

Outstanding joint and several indebtedness of the DHOG at June 30, 2017 and 2016 approximates \$616,108,000 and \$568,940,000, respectively.

Non Obligated Group Bonds

(12) Series 2010 Revenue Bonds

Issued through the Business Finance Authority (BFA) of the State of NH. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. APD may prepay certain of these bonds according to the terms of the loan and trust agreement. The bonds are redeemable at any time by APD at par value plus any accrued interest. The bonds are also subject to optional tender for purchase (as a whole) in November 2020 at par plus accrued interest.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$2,008,000 and \$1,950,000 at June 30, 2017 and 2016, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets.

For the years ended June 30, 2017 and 2016 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$19,838,000 and \$19,301,000 and is included in other nonoperating losses of \$3,135,000 and \$3,201,000, respectively.

Swap Agreements

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

A summary of the Health System's derivative financial instruments is as follows:

- A Fixed Payor Swap designed as a cash flow hedge of the NHHEFA Series 2011 Revenue Bonds. The Swap had an initial notional amount of \$91,040,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 4.56% in exchange for the counterparty's payment of 67% of USD-LIBOR-BBA. The Swap's term matches that of the

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Notes to Financial Statements

June 30, 2017 and 2016

associated bonds. The 2011 interest rate swap was not integrated with the 2011 bonds. When the 2011 bonds were refinanced, the swap became associated with the 2015 bond.

- An Interest Rate Swap to hedge the interest rate risk associated with the NHHEFA Series 2013 Revenue Bonds. The Swap had an initial notional amount of \$15,000,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 3.94% in exchange for the counterparty's payment at 67% of USD-LIBOR-BBA. The Swap term matches that of the associated bonds.
- An Interest Rate Swap to hedge the interest rate risk associated with the VEHFBA Series 2010A Revenue Bonds. The Swap had an initial notional amount of \$7,244,000. The Swap Agreement requires the Health System to pay the counterparty a fixed rate of 2.41% in exchange for the counterparty's payment of 69% of USD-LIBOR-BBA. The swap was terminated in September 2016, while the bonds will remain outstanding until 2030.

The obligation of the Health System to make payments on its bonds with respect to interest is in no way conditional upon the Health System's receipt of payments from the interest rate swap agreement counterparty.

At June 30, 2017 and 2016 the fair value of the Health System's interest rate swaps was a liability of \$20,915,000 and \$28,917,000, respectively. The change in fair value during the years ended June 30, 2017 and 2016 was a (decrease) and an increase of (\$8,002,000) and \$4,177,000, respectively. For the years ended June 30, 2017 and 2016 the Health System recognized a nonoperating gain of \$124,000 and \$1,696,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain affiliates provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen or had been approved by the applicable Board of Trustees to be frozen by December 31, 2017.

In December of 2016 the Board of Trustees approved to accelerate the freeze date on the remaining pension plan from December 31, 2017 to January 31, 2017. Effective with that date, the last of the participants earning benefits in any of the Health System's defined benefit plans will no longer earn benefits under the plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Service cost for benefits earned during the year	\$ 5,736	\$ 11,084
Interest cost on projected benefit obligation	47,316	48,036
Expected return on plan assets	(64,169)	(63,479)
Net prior service cost	109	848
Net loss amortization	20,267	26,098
Special/contractual termination benefits	119	300
One-time benefit upon plan freeze acceleration	9,519	-
	<u>\$ 18,897</u>	<u>\$ 22,887</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2017 and 2016:

	2017	2016
Discount rate	4.20 % - 4.90 %	4.30 % - 4.90%
Rate of increase in compensation	Age Graded - N/A	Age Graded/0.00 % - 2.50 %
Expected long-term rate of return on plan assets	7.50 % - 7.75 %	7.50 % - 7.75 %

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 1,096,619	\$ 988,143
Service cost	5,736	11,084
Interest cost	47,316	48,108
Benefits paid	(43,276)	(39,001)
Expenses paid	(183)	(180)
Actuarial (gain) loss	6,884	99,040
Settlements	-	(13,520)
Plan change	-	2,645
Special/contractual termination benefits	-	300
One-time benefit upon plan freeze acceleration	9,519	-
Benefit obligation at end of year	<u>1,122,615</u>	<u>1,096,619</u>
Change in plan assets		
Fair value of plan assets at beginning of year	872,320	845,052
Actual return on plan assets	44,763	81,210
Benefits paid	(43,276)	(42,494)
Expenses paid	(183)	(180)
Employer contributions	5,077	2,252
Settlements	-	(13,520)
Fair value of plan assets at end of year	<u>878,701</u>	<u>872,320</u>
Funded status of the plans	<u>(243,914)</u>	<u>(224,299)</u>
Less current portion of liability for pension	<u>(46)</u>	<u>(46)</u>
Long term portion of liability for pension	<u>(243,868)</u>	<u>(224,253)</u>
Liability for pension	<u>\$ (243,914)</u>	<u>\$ (224,299)</u>

For the years ended June 30, 2017 and 2016 the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets as of June 30, 2017 and 2016 are as follows:

<i>(in thousands of dollars)</i>	2017	2016
Net actuarial loss	\$ 429,782	\$ 423,640
Prior service cost	-	228
	<u>\$ 429,782</u>	<u>\$ 423,868</u>

The estimated amounts to be amortized from unrestricted net assets into net periodic pension expense in 2018 for net actuarial losses is \$10,966,000.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,123,010,000 and \$1,082,818,000 at June 30, 2016 and 2017, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2017 and 2016:

	2017	2016
Discount rate	4.00 % – 4.30 %	4.20 % – 4.30 %
Rate of increase in compensation	N/A - 0.00 %	Age Graded/0.00 % - 2.50 %

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of June 30, 2017 and 2016, it is expected that the LDI strategy will hedge approximately 55% and 65%, respectively, of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U.S. government securities	0–5	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ 23	\$ 29,792	\$ -	\$ 29,815	Daily	1
U.S. government securities	7,875	-	-	7,875	Daily-Monthly	1-15
Domestic debt securities	140,498	243,427	-	383,925	Daily-Monthly	1-15
Global debt securities	426	90,389	-	90,815	Daily-Monthly	1-15
Domestic equities	154,597	16,938	-	171,535	Daily-Monthly	1-10
International equities	9,837	93,950	-	103,787	Daily-Monthly	1-11
Emerging market equities	2,141	45,351	-	47,492	Daily-Monthly	1-17
REIT funds	362	2,492	-	2,854	Daily-Monthly	1-17
Private equity funds	-	-	96	96	See Note 7	See Note 7
Hedge funds	-	-	40,507	40,507	Quarterly-Annual	60-96
Total investments	\$ 315,759	\$ 522,339	\$ 40,603	\$ 878,701		

<i>(in thousands of dollars)</i>	2016				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ 5,463	\$ 10,879	\$ -	\$ 16,342	Daily	1
U.S. government securities	4,177	-	-	4,177	Daily-Monthly	1-15
Domestic debt securities	95,130	296,362	-	391,492	Daily-Monthly	1-15
Global debt securities	409	88,589	-	88,998	Daily-Monthly	1-15
Domestic equities	148,998	15,896	-	164,894	Daily-Monthly	1-10
International equities	12,849	77,299	-	90,148	Daily-Monthly	1-11
Emerging market equities	352	37,848	-	38,200	Daily-Monthly	1-17
REIT funds	358	1,465	-	1,821	Daily-Monthly	1-17
Private equity funds	-	-	255	255	See Note 7	See Note 7
Hedge funds	-	37,005	38,988	75,993	Quarterly-Annual	60-96
Total investments	\$ 267,734	\$ 565,343	\$ 39,243	\$ 872,320		

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 38,988	\$ 255	\$ 39,243
Transfers	-	-	-
Purchases	-	-	-
Sales	(880)	(132)	(1,012)
Net realized (losses) gains	33	36	69
Net unrealized gains	2,366	(63)	2,303
Balances at end of year	\$ 40,507	\$ 96	\$ 40,603

<i>(in thousands of dollars)</i>	2016		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 42,076	\$ 437	\$ 42,513
Transfers	-	-	-
Purchases	-	-	-
Sales	(468)	(142)	(610)
Net realized (losses) gains	(55)	155	100
Net unrealized gains	(2,565)	(195)	(2,760)
Balances at end of year	\$ 38,988	\$ 255	\$ 39,243

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2017 and 2016 were approximately \$7,965,000 and \$8,808,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2017 and 2016.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2017 and 2016.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

The weighted average asset allocation for the Health System's Plans at June 30, 2017 and 2016 by asset category is as follows:

	2017	2016
Cash and short-term investments	3 %	2 %
U.S. government securities	1	1
Domestic debt securities	44	45
Global debt securities	10	10
Domestic equities	20	19
International equities	12	10
Emerging market equities	5	4
Hedge funds	5	9
	<u>100 %</u>	<u>100 %</u>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$5,047,000 to the Plans in 2018 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2018	\$	46,313
2019		48,689
2020		51,465
2021		54,375
2022		57,085
2023 – 2027		323,288

Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its affiliates, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$33,375,000 and \$29,416,000 in 2017 and 2016, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax-sheltered annuity plans are available to employees of the Health System. Plan specifications vary by affiliate and plan. No employer contributions were made to any of these plans in 2017 and 2016 respectively.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Service cost	\$ 448	\$ 544
Interest cost	2,041	2,295
Net prior service income	(5,974)	(5,974)
Net loss amortization	689	610
	<u>\$ (2,796)</u>	<u>\$ (2,525)</u>

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 51,370	\$ 50,438
Service cost	448	544
Interest cost	2,041	2,295
Benefits paid	(3,211)	(3,277)
Actuarial (gain) loss	(8,337)	1,404
Employer contributions	(34)	(34)
Benefit obligation at end of year	<u>42,277</u>	<u>51,370</u>
Funded status of the plans	<u>(42,277)</u>	<u>(51,370)</u>
Current portion of liability for postretirement medical and life benefits	(3,174)	(3,130)
Long term portion of liability for postretirement medical and life benefits	(39,103)	(48,240)
Liability for postretirement medical and life benefits	<u>\$ (42,277)</u>	<u>\$ (51,370)</u>

For the years ended June 30, 2017 and 2016 the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in unrestricted net assets are as follows:

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

<i>(in thousands of dollars)</i>	2017	2016
Net prior service income	\$ (21,504)	\$ (27,478)
Net actuarial loss	2,054	11,080
	<u>\$ (19,450)</u>	<u>\$ (16,398)</u>

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement income in 2018 for net prior service cost is \$5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2017 and thereafter:

<i>(in thousands of dollars)</i>	
2018	\$ 3,174
2019	3,149
2020	3,142
2021	3,117
2022	3,113
2023-2027	14,623

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 4.20% in 2017 and an assumed healthcare cost trend rate of 6.75%, trending down to 4.75% in 2021 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2017 and 2016 by \$1,067,000 and \$4,685,000 and the net periodic postretirement medical benefit cost for the years then ended by \$110,000 and \$284,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2017 and 2016 by \$974,000 and \$3,884,000 and the net periodic postretirement medical benefit cost for the years then ended by \$96,000 and \$234,000, respectively.

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, Cheshire, NLH and MAHHC are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

APD is covered for malpractice claims under a modified claims-made policy purchased through New England Alliance for Health (NEAH). While APD remains in the current insurance program under this policy, the coverage year is based on the date the claim is filed; subject to a medical incident arising after the retroactive date (includes prior acts). The policy provides modified claims-made coverage for former insured providers for claims that relate to the employee's period of

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

employment at APD and for services that were provided within the scope of the employee's duties. Therefore, when the employee leaves the corporation, tail coverage is not required.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30, 2017 and 2016 are summarized as follows:

	2017		
	HAC (audited)	RRG (unaudited)	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 76,185	\$ 2,055	\$ 78,240
Shareholders' equity	13,620	801	14,421
Net income	-	(5)	(5)

	2016		
	HAC (audited)	RRG (unaudited)	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 86,101	\$ 2,237	\$ 88,338
Shareholders' equity	13,620	806	14,426
Net income	-	50	50

13. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately \$15,802,000 and \$10,571,000 for the years ended June 30, 2017 and 2016, respectively. Minimum future lease payments under noncancelable operating leases at June 30, 2017 were as follows:

<i>(in thousands of dollars)</i>	
2018	\$ 8,370
2019	6,226
2020	3,928
2021	3,105
2022	1,518
Thereafter	367
	<u>\$ 23,514</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2017 and 2016

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$2,000,000 up to \$85,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 1, 2018. There was no outstanding balance under the lines of credit at June 30, 2017. The Health System had outstanding balances under the lines of credits in the amount of \$36,550,000 at June 30, 2016. Interest expense was approximately \$915,000 and \$551,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

14. Functional Expenses

Operating expenses of the Health System by function are as follows for the years ended June 30, 2017 and 2016:

<i>(in thousands of dollars)</i>	2017	2016
Program services	\$ 1,662,413	\$ 1,553,377
Management and general	311,820	271,409
Fundraising	2,328	5,901
	<u>\$ 1,976,561</u>	<u>\$ 1,830,687</u>

15. Subsequent Events

The Health System has assessed the impact of subsequent events through November 17, 2017, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Consolidating Supplemental Information - Unaudited

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

<i>(In thousands of dollars)</i>	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	\$ 27,328	\$ 10,645	\$ 7,797	\$ 6,682	\$ -	\$ 52,432	\$ 16,066	\$ -	\$ 68,498
Patient accounts receivable, net	193,733	17,723	8,539	4,659	-	224,654	12,606	-	237,260
Prepaid expenses and other current assets	93,816	6,945	3,650	1,351	(16,585)	89,177	8,034	(8,008)	89,203
Total current assets	314,877	35,313	19,986	12,672	(16,585)	366,263	36,706	(8,008)	394,961
Assets limited as to use	580,254	19,104	11,784	9,058	-	620,200	42,123	-	662,323
Other investments for restricted activities	86,398	4,784	2,833	6,079	-	100,074	24,455	-	124,529
Property, plant, and equipment, net	448,743	64,933	43,264	17,167	-	574,107	35,868	-	609,975
Other assets	89,650	2,543	5,965	4,095	(11,520)	90,733	27,874	(21,287)	97,120
Total assets	\$ 1,519,922	\$ 126,657	\$ 83,832	\$ 49,071	\$ (28,105)	\$ 1,751,377	\$ 166,826	\$ (29,295)	\$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	\$ 16,034	\$ 780	\$ 737	\$ 80	\$ -	\$ 17,631	\$ 726	\$ -	\$ 18,357
Line of credit	-	-	-	550	(550)	-	-	-	-
Current portion of liability for pension and other postretirement plan benefits	3,220	-	-	-	-	3,220	-	-	3,220
Accounts payable and accrued expenses	72,362	19,715	5,356	2,854	(16,585)	83,702	13,486	(8,008)	89,160
Accrued compensation and related benefits	99,838	5,428	2,335	3,448	-	110,849	4,062	-	114,911
Estimated third-party settlements	11,322	-	7,265	1,915	-	20,502	6,931	-	27,433
Total current liabilities	202,576	25,923	15,693	8,847	(17,135)	235,904	25,185	(8,008)	253,081
Long-term debt, excluding current portion	545,100	26,185	26,402	10,976	(10,970)	597,693	18,710	-	616,403
Insurance deposits and related liabilities	50,960	-	-	-	-	50,960	-	-	50,960
Interest rate swaps	17,606	-	3,310	-	-	20,916	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	267,409	8,761	-	6,801	-	282,971	-	-	282,971
Other liabilities	77,622	2,636	1,426	-	-	81,684	8,864	-	90,548
Total liabilities	1,161,273	63,505	46,831	26,624	(28,105)	1,270,128	52,759	(8,008)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	258,887	58,250	32,504	15,247	-	364,888	81,344	(21,285)	424,947
Temporarily restricted	68,473	4,902	345	1,363	-	75,083	19,836	(2)	94,917
Permanently restricted	31,289	-	4,152	5,837	-	41,278	12,887	-	54,165
Total net assets	358,649	63,152	37,001	22,447	-	481,249	114,067	(21,287)	574,029
Total liabilities and net assets	\$ 1,519,922	\$ 126,657	\$ 83,832	\$ 49,071	\$ (28,105)	\$ 1,751,377	\$ 166,826	\$ (29,295)	\$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2017

<i>(in thousands of dollars)</i>	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	\$ 1,166	\$ 27,760	\$ 11,601	\$ 8,280	\$ 6,968	\$ 8,129	\$ 4,594	\$ -	\$ 68,498
Patient accounts receivable, net	-	193,733	17,723	8,539	4,681	8,878	3,706	-	237,260
Prepaid expenses and other current assets	3,884	94,305	5,899	3,671	1,340	4,179	518	(24,593)	89,203
Total current assets	5,050	315,798	35,223	20,490	12,989	21,186	8,818	(24,593)	394,961
Assets limited as to use	-	596,904	19,104	11,782	9,869	8,168	16,478	-	662,323
Other investments for restricted activities	6	94,210	21,204	2,833	6,079	197	-	-	124,529
Property, plant, and equipment, net	50	451,418	68,921	43,751	18,935	23,447	3,453	-	609,975
Other assets	23,866	89,819	8,586	5,378	1,812	283	183	(32,807)	97,120
Total assets	\$ 28,972	\$ 1,548,149	\$ 153,038	\$ 84,234	\$ 49,704	\$ 53,281	\$ 28,930	\$ (57,400)	\$ 1,888,908
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	\$ -	\$ 16,034	\$ 760	\$ 737	\$ 137	\$ 603	\$ 66	\$ -	\$ 18,357
Line of credit	-	-	-	-	550	-	-	(550)	-
Current portion of liability for pension and other postretirement plan benefits	-	3,220	-	-	-	-	-	-	3,220
Accounts payable and accrued expenses	5,896	72,806	19,718	5,365	2,946	5,048	1,874	(24,593)	89,160
Accrued compensation and related benefits	-	99,638	5,428	2,335	3,480	2,998	1,032	-	114,911
Estimated third-party settlements	6,165	11,322	-	7,265	1,915	766	-	-	27,433
Total current liabilities	12,161	203,020	25,926	15,702	9,028	9,415	2,972	(25,143)	253,081
Long-term debt, excluding current portion	-	545,100	26,185	26,402	11,356	15,633	2,697	(10,970)	616,403
Insurance deposits and related liabilities	-	50,960	-	-	-	-	-	-	50,960
Interest rate swaps	-	17,606	-	3,310	-	-	-	-	20,916
Liability for pension and other postretirement plan benefits, excluding current portion	-	267,409	8,761	-	6,801	-	-	-	282,971
Other liabilities	-	77,622	2,531	1,426	-	8,969	-	-	90,548
Total liabilities	12,161	1,161,717	63,403	46,840	27,185	34,017	5,669	(36,113)	1,314,879
Commitments and contingencies									
Net assets									
Unrestricted	16,367	278,695	60,758	32,897	15,319	18,965	23,231	(21,285)	424,947
Temporarily restricted	444	74,304	18,198	345	1,363	265	-	(2)	94,917
Permanently restricted	-	33,433	10,679	4,152	5,837	34	30	-	54,165
Total net assets	16,811	386,432	89,635	37,394	22,519	19,264	23,261	(21,287)	574,029
Total liabilities and net assets	\$ 28,972	\$ 1,548,149	\$ 153,038	\$ 84,234	\$ 49,704	\$ 53,281	\$ 28,930	\$ (57,400)	\$ 1,888,908

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2016

<i>(In thousands of dollars)</i>	Dartmouth- Hitchcock	DH Obligated Group Subtotal	All Other Non- Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets					
Current assets					
Cash and cash equivalents	\$ 1,535	\$ 1,535	\$ 39,057	\$ -	\$ 40,592
Patient accounts receivable, net	220,173	220,173	40,815	-	280,988
Prepaid expenses and other current assets	95,158	95,158	23,595	(22,933)	95,820
Total current assets	316,866	316,866	103,467	(22,933)	397,400
Assets limited as to use	551,724	551,724	40,744	-	592,468
Other investments for restricted activities	91,879	91,879	50,157	-	142,036
Property, plant, and equipment, net	454,894	454,894	157,670	-	612,564
Other assets	65,613	65,613	36,582	(14,929)	87,266
Total assets	\$ 1,480,976	\$ 1,480,976	\$ 388,620	\$ (37,862)	\$ 1,831,734
Liabilities and Net Assets					
Current liabilities					
Current portion of long-term debt	\$ 15,638	\$ 15,638	\$ 2,669	\$ -	\$ 18,307
Line of Credit	35,000	35,000	1,550	-	36,550
Current portion of liability for pension and other postretirement plan benefits	3,176	3,176	-	-	3,176
Accounts payable and accrued expenses	87,373	87,373	43,104	(22,933)	107,544
Accrued compensation and related benefits	86,997	86,997	16,557	-	103,554
Estimated third-party settlements	21,434	21,434	(1,784)	-	19,650
Total current liabilities	249,618	249,618	62,096	(22,933)	288,781
Long-term debt, excluding current portion	550,090	550,090	75,251	-	625,341
Insurance deposits and related liabilities	56,867	56,867	-	-	56,867
Interest rate swaps	24,148	24,148	4,769	-	28,917
Liability for pension and other postretirement plan benefits, excluding current portion	246,816	246,816	25,677	-	272,493
Other liabilities	54,218	54,218	15,593	-	69,811
Total liabilities	1,181,777	1,181,777	183,386	(22,933)	1,342,230
Commitments and contingencies					
Net assets					
Unrestricted	217,033	217,033	158,079	(14,929)	360,183
Temporarily restricted	51,173	51,173	24,558	-	75,731
Permanently restricted	30,993	30,993	22,597	-	53,590
Total net assets	299,199	299,199	205,234	(14,929)	489,504
Total liabilities and net assets	\$ 1,480,976	\$ 1,480,976	\$ 388,620	\$ (37,862)	\$ 1,831,734

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2016

<i>(in thousands of dollars)</i>	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	Eliminations	Health System Consolidated
Assets								
Current assets								
Cash and cash equivalents	\$ 607	\$ 2,066	\$ 16,640	\$ 6,899	\$ 5,388	\$ 9,192	\$ -	\$ 40,592
Patient accounts receivable, net	-	220,173	17,836	7,377	5,347	10,255	-	260,988
Prepaid expenses and other current assets	7,483	95,738	5,458	3,209	2,022	4,883	(22,933)	95,820
Total current assets	8,070	317,977	39,934	17,285	12,757	24,310	(22,933)	397,400
Assets limited as to use	-	551,724	17,525	10,345	8,260	4,614	-	592,468
Other investments for restricted activities	217	114,719	18,486	2,843	5,742	29	-	142,038
Property, plant, and equipment, net	78	457,570	75,591	43,204	19,659	18,464	-	612,584
Other assets	17,950	65,782	9,496	5,028	3,929	10	(14,929)	87,266
Total assets	\$ 28,313	\$ 1,507,772	\$ 161,032	\$ 78,705	\$ 50,347	\$ 45,427	\$ (37,862)	\$ 1,831,734
Liabilities and Net Assets								
Current liabilities								
Current portion of long-term debt	\$ -	\$ 15,638	\$ 755	\$ 941	\$ 466	\$ 507	\$ -	\$ 18,307
Line of credit	-	35,000	-	-	1,550	-	-	36,550
Current portion of liability for pension and other postretirement plan benefits	-	3,176	-	-	-	-	-	3,176
Accounts payable and accrued expenses	9,857	88,557	15,866	6,791	4,589	4,817	(22,933)	107,544
Accrued compensation and related benefits	-	86,997	7,728	2,052	3,128	3,649	-	103,554
Estimated third-party settlements	-	10,534	1,569	5,206	917	1,424	-	19,650
Total current liabilities	9,857	239,902	25,918	14,990	10,650	10,397	(22,933)	268,781
Long-term debt, excluding current portion	-	550,090	28,985	20,787	11,145	16,354	-	625,341
Insurance deposits and related liabilities	-	56,887	-	-	-	-	-	56,887
Interest rate swaps	-	24,148	-	4,648	123	-	-	28,917
Liability for pension and other postretirement plan benefits, excluding current portion	-	246,816	18,662	-	7,015	-	-	272,493
Other liabilities	-	65,118	3,522	1,135	-	36	-	69,811
Total liabilities	9,857	1,182,961	75,087	41,538	28,933	28,787	(22,933)	1,342,230
Commitments and contingencies								
Net assets								
Unrestricted	16,456	234,609	58,978	32,708	14,099	18,284	(14,929)	360,183
Temporarily restricted	-	57,091	18,454	345	1,496	345	-	75,731
Permanently restricted	-	33,111	10,513	4,116	5,819	31	-	53,590
Total net assets	16,456	324,811	85,945	37,167	21,414	18,640	(14,929)	489,504
Total liabilities and net assets	\$ 28,313	\$ 1,507,772	\$ 161,032	\$ 78,705	\$ 50,347	\$ 45,427	\$ (37,862)	\$ 1,831,734

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	\$ 1,447,961	\$ 214,265	\$ 59,928	\$ 48,072	\$ (19)	\$ 1,770,207	\$ 88,985	\$ -	\$ 1,859,192
Provisions for bad debts	42,963	14,125	2,010	1,705	-	60,803	2,842	-	63,645
Net patient service revenue less provisions for bad debts	1,404,998	200,140	57,918	46,367	(19)	1,709,404	86,143	-	1,795,547
Contracted revenue	88,620	-	-	1,861	(41,771)	48,710	(4,995)	(44)	43,671
Other operating revenue	104,611	3,045	3,839	1,592	(1,148)	111,939	6,418	820	119,177
Net assets released from restrictions	9,550	639	118	61	-	10,366	756	-	11,122
Total unrestricted revenue and other support	1,807,779	203,824	61,873	49,881	(42,938)	1,880,419	88,322	776	1,969,517
Operating expenses									
Salaries	787,644	102,769	30,311	23,549	(21,784)	922,489	42,327	1,536	966,352
Employee benefits	202,178	26,632	7,071	5,523	(5,322)	236,082	8,392	381	244,855
Medical supplies and medications	257,100	30,692	6,143	2,905	(273)	296,567	9,513	-	306,080
Purchased services and other	208,671	28,068	12,795	13,224	(17,325)	245,433	45,331	(959)	289,805
Medicaid enhancement tax	50,118	7,800	2,923	1,620	-	62,461	2,608	-	65,069
Depreciation and amortization	66,067	10,238	3,881	2,138	-	82,324	2,238	-	84,562
Interest	17,352	1,127	819	249	(209)	19,338	500	-	19,838
Total operating expenses	1,589,130	207,326	63,943	49,208	(44,913)	1,864,694	110,909	958	1,976,561
Operating margin (loss)	18,649	(3,502)	(2,070)	673	1,975	15,725	(22,587)	(182)	(7,044)
Nonoperating gains (losses)									
Investment gains (losses)	42,484	1,378	1,570	984	(209)	46,207	4,849	-	51,056
Other, net	(3,003)	-	(879)	570	(1,767)	(5,079)	740	186	(4,153)
Contribution revenue from acquisition	-	-	-	-	-	-	20,215	-	20,215
Total nonoperating gains, net	39,481	1,378	691	1,554	(1,976)	41,128	25,604	186	67,118
Excess (deficiency) of revenue over expenses	58,130	(2,124)	(1,379)	2,227	(1)	56,853	3,217	4	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 8)	963	-	9	442	-	1,434	405	-	1,839
Change in funded status of pension and other postretirement benefits	(5,297)	4,031	-	(321)	-	(1,587)	-	-	(1,587)
Net assets transferred (from) to affiliates	(18,380)	900	143	986	-	(16,351)	16,351	-	-
Other changes in net assets	-	-	-	(2,286)	-	(2,286)	5,281	(6,359)	(3,364)
Change in fair value on interest rate swaps	6,418	-	1,337	47	-	7,802	-	-	7,802
Increase (decrease) in unrestricted net assets	\$ 41,854	\$ 2,807	\$ 110	\$ 1,095	\$ (1)	\$ 45,865	\$ 25,254	\$ (6,355)	\$ 64,784

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2017

<i>(In thousands of dollars)</i>	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Unrestricted revenue and other support									
Net patient service revenue, net of contractual allowances and discounts	\$ -	\$ 1,447,961	\$ 214,265	\$ 59,928	\$ 48,072	\$ 65,835	\$ 23,150	\$ (10)	\$ 1,859,192
Provisions for bad debts	-	42,963	14,125	2,010	1,705	2,275	567	-	63,645
Net patient service revenue less provisions for bad debts	-	1,404,998	200,140	57,918	46,367	63,560	22,583	(19)	1,795,547
Contracted revenue	(5,802)	89,427	-	-	1,861	-	-	(41,815)	43,671
Other operating revenue	673	106,775	3,264	3,837	3,038	1,537	381	(328)	119,177
Net assets released from restrictions	-	10,200	639	116	61	106	-	-	11,122
Total unrestricted revenue and other support	(5,129)	1,611,400	204,043	61,871	51,327	65,203	22,964	(42,162)	1,969,517
Operating expenses									
Salaries	1,009	787,644	102,769	30,311	24,273	29,397	11,197	(20,248)	966,352
Employee benefits	293	202,178	26,632	7,071	5,686	5,532	2,404	(4,941)	244,855
Medical supplies and medications	-	257,100	30,692	6,143	2,905	7,760	1,753	(273)	306,060
Purchased services and other	16,021	212,414	29,902	12,653	13,626	16,564	6,907	(18,282)	289,805
Medicaid enhancement tax	-	50,118	7,800	2,923	1,620	2,608	-	-	65,069
Depreciation and amortization	26	66,067	10,396	3,866	2,242	1,532	413	-	84,562
Interest	-	17,352	1,127	819	249	467	33	(209)	19,838
Total operating expenses	17,349	1,592,873	209,316	63,806	50,601	63,860	22,707	(43,953)	1,976,561
Operating (loss) margin	(22,478)	18,527	(5,275)	(1,935)	726	1,343	257	1,791	(7,044)
Nonoperating gains (losses)									
Investment (losses) gains	(321)	44,746	2,124	1,516	1,045	439	1,716	(209)	51,056
Other, net	-	(3,003)	-	(879)	581	(161)	888	(1,579)	(4,153)
Contribution revenue from acquisition	20,215	-	-	-	-	-	-	-	20,215
Total nonoperating gains, net	19,894	41,743	2,124	637	1,626	278	2,604	(1,788)	67,118
(Deficiency) excess of revenue over expenses	(2,584)	60,270	(3,151)	(1,298)	2,352	1,621	2,861	3	60,074
Unrestricted net assets									
Net assets released from restrictions (Note 8)	-	1,075	-	9	442	158	155	-	1,839
Change in funded status of pension and other postretirement benefits	-	(5,297)	4,031	-	(321)	-	-	-	(1,567)
Net assets transferred (from) to affiliates	(3,864)	(18,380)	900	143	986	-	20,215	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-
Other changes in net assets	6,359	-	-	-	(2,286)	(1,078)	-	(6,359)	(3,364)
Change in fair value on interest rate swaps	-	6,418	-	1,337	47	-	-	-	7,802
(Decrease) increase in unrestricted net assets	\$ (69)	\$ 44,066	\$ 1,780	\$ 191	\$ 1,220	\$ 701	\$ 23,231	\$ (6,356)	\$ 64,764

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2016

<i>(in thousands of dollars)</i>	Dartmouth- Hitchcock	DH Obligated Group Subtotal	All Other Non- Oblig Group Affiliates	Eliminations	Health System Consolidated
Unrestricted revenue and other support					
Net patient service revenue, net of contractual allowances and discounts	\$ 1,387,677	\$ 1,387,677	\$ 302,159	\$ (561)	\$ 1,689,275
Provisions for bad debts	41,072	41,072	14,049	-	55,121
Net patient service revenue less provisions for bad debts	\$ 1,346,605	\$ 1,346,605	\$ 288,110	\$ (561)	\$ 1,634,154
Contracted revenue	63,188	63,188	2,794	-	65,982
Other operating revenue	69,902	69,902	16,994	(4,544)	82,352
Net assets released from restrictions	7,928	7,928	1,291	-	9,219
Total unrestricted revenue and other support	<u>1,487,623</u>	<u>1,487,623</u>	<u>309,189</u>	<u>(5,105)</u>	<u>1,791,707</u>
Operating expenses					
Salaries	731,721	731,721	126,108	14,636	872,465
Employee benefits	197,050	197,050	34,824	2,533	234,407
Medical supplies and medications	236,918	236,918	72,896	-	309,814
Purchased services and other	208,783	208,783	68,582	(22,204)	255,141
Medicaid enhancement tax	46,078	46,078	12,487	-	58,565
Depreciation and amortization	62,348	62,348	18,646	-	80,994
Interest	16,821	16,821	2,480	-	19,301
Total operating expenses	<u>1,499,699</u>	<u>1,499,699</u>	<u>336,023</u>	<u>(5,035)</u>	<u>1,830,687</u>
Operating (loss) margin	<u>(12,076)</u>	<u>(12,076)</u>	<u>(26,834)</u>	<u>(70)</u>	<u>(38,980)</u>
Nonoperating (losses) gains					
Investment losses	(18,537)	(18,537)	(1,566)	-	(20,103)
Other, net	(3,789)	(3,789)	(56)	-	(3,845)
Contribution revenue from acquisition	-	-	18,014	69	18,083
Total nonoperating (losses) gains, net	<u>(22,326)</u>	<u>(22,326)</u>	<u>18,392</u>	<u>69</u>	<u>(5,865)</u>
Deficiency of revenue over expenses	<u>(34,402)</u>	<u>(34,402)</u>	<u>(10,442)</u>	<u>(1)</u>	<u>(44,845)</u>
Unrestricted net assets					
Net assets released from restrictions (Note 8)	1,994	1,994	1,254	-	3,248
Change in funded status of pension and other postretirement benefits	(52,262)	(52,262)	(14,279)	-	(66,541)
Net assets transferred (from) to affiliates	(22,558)	(22,558)	22,558	-	-
Additional paid in capital	-	-	12,793	(12,793)	-
Change in fair value on interest rate swaps	(4,907)	(4,907)	(966)	-	(5,873)
(Decrease) increase in unrestricted net assets	<u>\$ (112,135)</u>	<u>\$ (112,135)</u>	<u>\$ 10,918</u>	<u>\$ (12,794)</u>	<u>\$ (114,011)</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Unrestricted Net Assets
Year Ended June 30, 2016

<i>(in thousands of dollars)</i>	D-HH (Parent)	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	Eliminations	Health System Consolidated
Unrestricted revenue and other support								
Net patient service revenue, net of contractual allowances and discounts	\$ -	\$ 1,387,677	\$ 171,620	\$ 61,740	\$ 47,680	\$ 21,119	\$ (561)	\$ 1,689,275
Provisions for bad debts	-	41,072	9,833	1,951	1,249	1,016	-	55,121
Net patient service revenue less provisions for bad debts	-	1,346,605	161,787	59,789	46,431	20,103	(561)	1,634,154
Contracted revenue	1,696	64,288	-	-	-	-	-	65,982
Other operating revenue	3,300	71,475	3,187	3,509	4,555	870	(4,544)	82,352
Net assets released from restrictions	-	8,713	322	85	119	-	-	9,219
Total unrestricted revenue and other support	4,996	1,491,079	165,296	63,363	51,105	20,973	(5,105)	1,791,707
Operating expenses								
Salaries	730	732,393	60,406	29,873	24,019	10,408	14,636	872,465
Employee benefits	219	197,165	19,276	6,824	6,260	2,130	2,533	234,407
Medical supplies and medications	-	236,910	59,121	6,597	4,246	2,932	-	309,814
Purchased services and other	22,506	211,611	14,020	12,876	11,955	4,377	(22,204)	255,141
Medicaid enhancement tax	-	46,078	7,132	2,808	1,707	840	-	58,565
Depreciation and amortization	15	62,348	11,069	4,674	2,345	543	-	80,994
Interest	-	16,821	1,046	823	467	144	-	19,301
Total operating expenses	23,470	1,503,334	172,070	64,475	50,999	21,374	(5,035)	1,830,687
Operating (loss) margin	(18,474)	(12,255)	(6,774)	(1,112)	106	(401)	(70)	(38,880)
Nonoperating gains (losses)								
Investment (losses) gains	(1,027)	(18,848)	(1,075)	627	(15)	235	-	(20,103)
Other, net	(529)	(3,647)	-	57	205	-	69	(3,845)
Contribution revenue from acquisition	18,083	-	-	-	-	-	-	18,083
Total nonoperating (losses) gains, net	16,527	(22,495)	(1,075)	684	190	235	69	(5,865)
(Deficiency) excess of revenue over expenses	(1,947)	(34,750)	(7,849)	(428)	296	(166)	(1)	(44,845)
Unrestricted net assets								
Net assets released from restrictions (Note 8)	-	2,185	107	23	586	347	-	3,248
Change in funded status of pension and other postretirement benefits	-	(52,282)	(12,982)	-	(1,297)	-	-	(66,541)
Net assets transferred to (from) affiliates	4,475	(22,558)	-	-	-	18,083	-	-
Additional paid in capital	12,793	-	-	-	-	-	(12,793)	-
Change in fair value on interest rate swaps	-	(4,907)	-	(1,115)	149	-	-	(5,873)
Increase (decrease) in unrestricted net assets	\$ 15,321	\$ (112,292)	\$ (20,724)	\$ (1,520)	\$ (266)	\$ 18,264	\$ (12,794)	\$ (114,011)

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2017 and 2016

1. Basis of Presentation

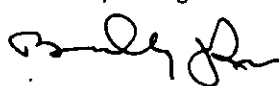
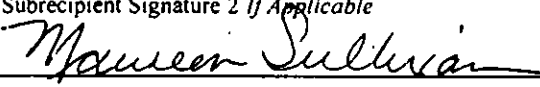
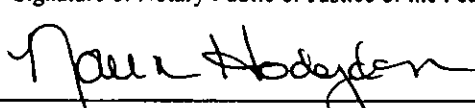
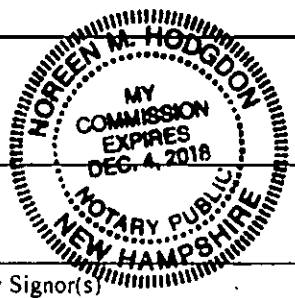
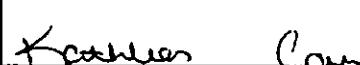
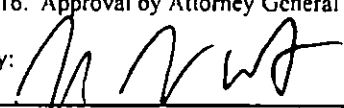
The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in unrestricted net assets of D-HH and subsidiaries. All intercompany accounts and transactions between D-HH and subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Child Advocacy Center of Rockingham County		1.4. Subrecipient Address 100 Campus Drive, Suite 11, Portsmouth, NH 038	
1.5 Subrecipient Phone # (603) 422-8240	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 100,385
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature I 		1.12. Name & Title of Subrecipient Signor I Bradley J. Russ, Board Chair	
Subrecipient Signature 2 If Applicable 		Name & Title of Subrecipient Signor 2 If Applicable Maureen Sullivan, Exec. Director	
1.13. Acknowledgment: State of New Hampshire, County of _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Noreen Hodgdon, Notary			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admi	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/27/18			
1.17. 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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
- 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties, and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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EXHIBIT A

-SCOPE OF SERVICES-

1. Child Advocacy Center of Rockingham County as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of child abuse in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$100,385 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.



4/10/18


EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials

Date


4/10/18

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

- i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.
<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>
- ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);
specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide": A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials

ML/RM

Date

3/28/18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
2. Reports and Certifications Required:
 - a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
 - b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials MS/ML

Date 3/28/10

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials MS
Date 3/28/18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials MS BOM
Date 3/28/18

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.

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


Subrecipient Initials 3/28/18

Date _____

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials

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Date 3/28/0

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials MS BM
Date 3/28/18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials MS RM
Date 3/20/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials

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Date

3/28/18

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials MS von
Date 3/28/18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Bradley Russ - Board Chair

Name and Title of Head of Agency

Por... [Signature]

Signature

3/28/18

Date

Child Advocacy Center for Rockingham County

Name and Address of Agency

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Maureen Sullivan - Exec. Director

Bradley Russ - Board Chair

Name and Title of Authorized Representative

Maureen Sullivan
Signature

3/28/18
Date

Child Advocacy Center for Rockingham County

Name and Address of Agency

100 Campus Drive, Suite 11, Portsmouth, NH

Name and Address of Agency

Subrecipient Initials MS BR
Date 3/28/18

State of New Hampshire

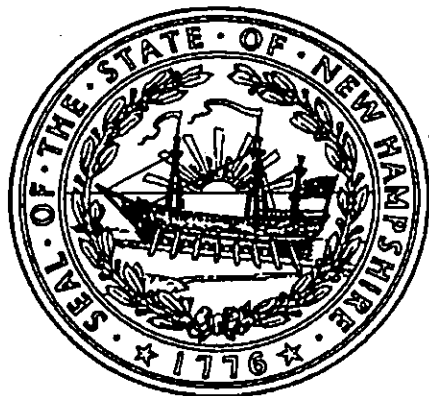
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD ADVOCACY CENTER OF ROCKINGHAM COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 12, 1999. 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: 320619

Certificate Number : 0004080817



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Child Advocacy Center
OF ROCKINGHAM COUNTY
TURNING HOPE INTO HOPE.

Certificate of Authority for
The Child Advocacy Center of Rockingham County

I, **Sally Aldrich**, hereby certify that I am duly elected Board Vice Chair of the *Child Advocacy Center of Rockingham County*. I hereby certify the following is a true copy of an electronic vote taken in April of 2016 at which a quorum of the Directors voted.

VOTED: That **Brad Russ** is duly authorized to enter into contracts and agreements on behalf of the *Child Advocacy Center of Rockingham County* with the state of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may be in his judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 4/13/18

ATTEST: Sally Aldrich (Co-Chair)
(Name & Title)

Client#: 36630

CHIAD1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Ins. Agency NH 1555 Lafayette Rd. 2nd Fl. Portsmouth, NH 03801	CONTACT NAME: Laurie McIntire PHONE (A/C, No, Ext): 603-427-7529 FAX (A/C, No): E-MAIL ADDRESS: laurie.mcintire@peoples.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058 INSURER B: Zurich American Insurance Co. 16535 INSURER C: Great American Insurance Company 16691 INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1706108	10/18/2017	10/18/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			PHPK1706108	10/18/2017	10/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC002125880	10/18/2017	10/18/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Dir & Officers			EPP1186249	11/14/2017	11/14/2018	\$1,000,000 OCC \$1,000,000 EPLI \$1000 Retention

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

CERTIFICATE HOLDER Seacoast Child Advocacy Center Inc. 100 Campus Drive, Suite 11 Portsmouth, NH 03801	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 <i>Laurie McIntire</i>

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

DEPARTMENT OF THE TREASURY

Date: JAN 22 2002

SEACOAST CHILD ADVOCACY CENTER INC.
100 CAMPUS DR STE 11
POWERSMOUTH, NH 03801

Employer Identification Number:
02-0510546
EIN:
17052142007011
Contact Person:
LISA M VAN DER KLUIJDE ID# 95264
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CE)

Search Business Names

[← Back to Home \(/online\)](#)

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
CHILD ADVOCACY CENTER OF ROCKINGHAM COUNTY, INC. (/online/BusinessInquire/BusinessInformation?businessID=84261)	320619	CHILD ADVOCACY CENTER OF ROCKINGHAM COUNTY, INC.	SEACOAST CHILD ADVOCACY CENTER, INC.	Domestic Nonprofit Corporation	100 Campus Dr, Ste 11, Portsmouth, NH, 03801, USA	N/A	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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EEOP Reporting

I, Maureen Sullivan [responsible official], certify that
Maureen Sullivan [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on 4/10/18 [Date]

I further certify that:

Child Advocacy Center of Rockingham County, Inc. [recipient] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: Maureen Sullivan

Date: 4/10/18

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 applicant 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

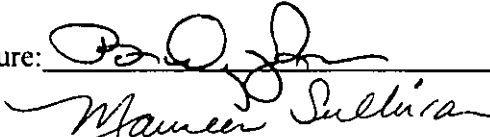
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one 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 Brad Russ / Maureen Sullivan (Applicant) certifies that any funds awarded through grant number #2017-VA-GX-0044 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 Child Advocacy Ctr of Rockingham Cty (Applicant) 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.

Maureen Sullivan, Exec, Director

Printed Name and Title: Bradley J. Russ, Board Chair

Signature: 
Maureen Sullivan

Date: 4/10/18
4/10/18

CHILD ADVOCACY CENTER of ROCKINGHAM COUNTY

Brad Russ - Chair

[REDACTED]
[REDACTED]
[REDACTED] (Mobile)
russ@fvic.edu
Board Member Since: 1999

Sally Aldrich - Vice Chair

[REDACTED]
W-207-251-4800
[REDACTED]
Board Member Since: 4/2011

Samantha Mick - Secretary

[REDACTED]
Samantha.Mick@LibertyMutual.com
[REDACTED]
Board Member Since: 5/2016

Erik Johnson, CPA - Treasurer

[REDACTED]
[REDACTED]
Board Member Since: 9/2017

Andrew Chace

[REDACTED]
W: 603.319.3130
andrew.w.chace@ampf.com
Board Member Since: 5/2016

Ann M. Prendergast

[REDACTED]
[REDACTED]
Board Member Since: 12/2017

Maranda Delcambre

High Liner Foods
183 International Drive
Portsmouth, NH 03801
W: 603.818.5174
Maranda.Delcambre@highlinerfoods.com
Board Member Since: 5/2016

David T. Salois

Raymond Police Department
1 Scribner Road
Raymond, NH 03077
W: 603. 895-4222
dsalois@raymondnh.gov
Board Member Since: 1/2018

Julie Golkowski

[REDACTED]
[REDACTED]
Board Member Since: 1/2011

Richard Sawyer

Hampton Police Department
100 Brown Avenue
Hampton, NH 03842
929-4444 (Office)
rsawyer@hamptonpd.com
Board Member Since: 09/2016

Corey F. MacDonald, Esq.

MacDonald and Black, PLLC
3612 Lafayette Road, Dept. 4
Portsmouth, NH 03801
603.319.8688
www.macdonaldandblack.com
Board Member Since: 6/2012

Catherine Sullivan

[REDACTED]
W: 603 245-3671
Catherine.Sullivan@libertymutual.com
Board Member Since: 10/2016

Sarah Neilson

[REDACTED]
[REDACTED]
Board Member Since: 10/2014

Daniel J. Ross

[REDACTED]
[REDACTED]
Board Member Since: 1/2016

CHILD ADVOCACY CENTER of ROCKINGHAM COUNTY

Frank Warchol

Portsmouth Police Department

3 Junkins Avenue

Portsmouth, NH 03801

W: 603- 610-7630

fwarchol@cityofportsmouth.com

Board Member Since: 5/2016

MAIREEN SULLIVAN

Mobile: [REDACTED] Email: MSullivan@communitycampus.org

EXPERIENCED EXECUTIVE

Experienced strategic and operations executive with a focus on identifying market opportunities, financial management, and fund development across the public and private sectors. Excel at team building, growing market segments, and being a visionary for emerging business needs from concept, to product, to customer. Develop motivated teams that exceed goals in a positive environment and collaborative partnerships at the local, state, and national level.

AREA OF EXPERTISE

-
- | | | |
|------------------------------|--|---------------------------------------|
| ■ Entrepreneurial Leadership | ■ Fundraising & Grant Writing | ■ Team Building & Management |
| ■ Strategic Planning | ■ Strategic Partnerships & Relationship Building | ■ Community Outreach |
| ■ Budget Management | ■ Market Research & Analysis | ■ Risk Assessment & Crisis Management |
| ■ Non-Profit Development | | |

PROFESSIONAL EXPERIENCE

CHILD ADVOCACY CENTER OF ROCKINGHAM COUNTY, Portsmouth, NH

Executive Director, 2007 to Present

Provide leadership in the overall strategic and operational programming, as well as the execution and sustainability of the mission. As the face of a nationally accredited Child Advocacy Center, provide outreach to partner agencies to include but not limited to Domestic Violence & Sexual Assault Advocates, Prosecuting Attorneys, New Hampshire Department of Health and Human Services, Internet Crimes Against Children Task Force, and the state Victims of Crime Act office. Responsibilities include:

- **Program Impact:** Coordinate a team approach with 39 police departments, Federal Bureau of Investigation, Homeland Security, county attorney's office, child protective services, and mental and medical health providers; serve over 300,000 residents within Rockingham County; ensure programmatic excellence and maximum impact is achieved by establishing operational benchmarks, setting timelines, and making child safety our number one priority. More than doubled corporate and individual donor base.
- **Financial Management:** Overcame limited reserve in operating funds and a drop in state and county funding following the economic crisis while growing the operating reserve; provide oversight for invested assets including the first planned giving program with the NH Charitable Foundation to support the long-term mission and vision; attracted over \$1.75 million in private donations while saving Rockingham County over \$4 million.
- **Outreach:** Increased the use of outside resources such as volunteers, retired citizens, and university interns to expand services to the community; spokesperson in the community and media through press releases, social networking, and television and radio spots. Responsible for press releases and media relations.
- **Public Policy:** Conducted extensive outreach and networking with state and local public policy makers with an emphasis on Members of the House and Senate Appropriations Committee to reauthorizing the Victims of Child Abuse Act and Senate Bill 366 casino bill to address the funding problems facing child abuse victims.
- **Risk Assessment/Crisis Management:** Developed a 24-hour Homicide Protocol for the New Hampshire Attorney General for children that witness a homicide. Collaborate with the NH Internet Crimes against Children Task Force on the investigation, intervention and prevention of computer-facilitated crimes against children.
- **Leadership:** Led and coordinated the community stake holders panel, which included members of community groups, in the interviewing process of six finalists for Portsmouth Chief of Police presented by the International Association of Chiefs of Police

COLDWELL BANKER RESIDENTIAL BROKERAGE, Portsmouth, NH
Real Estate Broker, 2004 to 2007

- **Entrepreneurial Leadership:** Define business strategy, market research, customer contact, and sales support; emphasis on market assessment, developing pricing proposals, sales forecasts, and an operation and profit plan.
- **Marketing & Sales:** Developed collateral, direct mail programs, advertising, and joint marketing alliances; significant customer contact, market assessment, pricing analysis, direct sales and contract negotiation.

INTERNATIONAL & AMERICAN WOMEN'S CLUBS OF AMSTERDAM & LONDON, 2002 to 2003

- **Volunteer/Fundraising:** Joined the social and nonprofit organization with an objective of fostering an understanding among people of different cultures, lifestyles, and nations while supporting local charities that benefited women and children. Organized fundraising events and collaborated with charities throughout the local Amsterdam community.

MARCONI COMMUNICATIONS, Petaluma, CA (Formerly Mariposa Technology, Inc.)
Director of Market Intelligence & Communications, 2000 to 2002

Recruited by CEO to broaden Mariposa's position in the global telecommunications market. Retained by the Marconi Global executive team to develop and implement marketing programs to identify portfolio gaps, attractive markets, and strategic alliances. Responsibilities included gathering market data and synthesizing key competitors, industry trends, and market forecasts. Selected achievements include:

- Worked on a cross functional team to translate complex technologies into clear, market-focused product requirements.
- Provided the research data to enhance decision-making capability and contribute to the achievement of a \$390M business plan objective in 2001.
- Managed outside suppliers and industry partnerships to ensure consistent incorporation of products and systems while coordinating with legal and outside counsel to evaluate viability of third party relationships.
- Developed marketing collateral, conference presentations, and white papers for publication.
- Responsible for company-wide product and system definition, including development of capabilities needed to expand into new lines of business as well as global markets.

EDUCATION

DOCTORATE, LEADERSHIP STUDIES, Organizational Development, Franklin Pierce University, Rindge, NH

MASTER OF SCIENCE, Business Administration, Southern New Hampshire, Manchester, NH

BACHELOR OF SCIENCE, Marketing, University of Massachusetts, Amherst, MA

PROFESSIONAL TRAINING CERTIFICATION

Executive Leadership Institute for Law Enforcement Executives - Certificate from FBI Law Enforcement Exec. Development

Reflective Leadership for Law Enforcement Executives - Certificate from FBI Law Enforcement Exec. Development

Command Institute for Law Enforcement Executives - Certificate from FBI Law Enforcement Executive Development

Extended Forensic Interview Training - Certificate from the National Children's Advocacy Center, Huntsville, AL

Forensic Interviewing of Children - Certificate from the National Children's Advocacy Center, Huntsville, AL

Commercial Sexual Exploitation of Children - Certificate from the Office of Juvenile, Justice and Delinquency Prevention

Accreditation of the National Children's Alliance Standards for Operating a Child Advocacy Center - Certificate from the National Children's Advocacy Center, Huntsville, AL

Prevention of Child Abuse: A Multi-Disciplinary Team Approach, - Fox Valley Technical College, Appleton, WI

Understanding and Managing Complex Ethical Situations in Child Abuse Practice - Certificate of Attendance, 28th Annual Symposium on Child Abuse, Huntsville, AL

Sustainability of Child Advocacy Centers: Funding through Branding - Certificate from the National Children's Advocacy Center, Huntsville, AL

Grant Writing - Certificate from University of Southern Maine, Portland, ME

Child Abuse and Neglect Protocols - Certificate of Training from New Hampshire Attorney General's Office

Child Abuse Investigations Training - Certificate from Fox Valley Technical College, Appleton, WI

PROFESSIONAL AFFILIATIONS

Rockingham County Chiefs Association (RCCA) - Secretary-elect
Great Bay Community College - Chair of the Student Development Advisory Board
International Association of Chiefs of Police – Associate Member
University of New Hampshire's Peter T. Paul School of Business and Economics - Adjunct Instructor
Leadership Seacoast - 2004 graduate
Granite Bank - Advisory Board Member
New Hampshire Network of Children's Advocacy Centers - Vice Chair
Portsmouth Rotary Club past board member
Community Leadership Award - University of New Hampshire Community Leadership Program

PROFESSIONAL PUBLICATIONS

Funding Intelligent Transportation Solutions through Public/Private Partnerships - Presentation and publication to the Third World Congress and International Bridge, Tunnel and Turnpike Association on how innovative telecommunication and state government partnerships can work to develop state-of-the-art methods to resolve funding problems.

Restructuring New Hampshire's Child Advocacy Centers: Forging Effective Alliances - A dissertation on collaborative decision-making model for utilizing local knowledge and input within the context of Child Advocacy Center development and the state's ability to combat child abuse.

Employee Benefits	Budget 2018	CACRC Monthly Bill	Yearly Bill	Employee Yearly Contribution	HC CACRC Cost	Salary & Deductions/Pay Period
Megan Donahue	Salary	3,641.67			43,700.04	1,680.77
	Guardian - E	89.82	1077.84	215.57	862.27	8.29
	Health Care - E				0.00	0.00
	Total	89.82	1,077.84	215.57	862.27	8.29
Jillian Burns	Salary	4,041.67			48,500.04	1,865.39
	Guardian - E	87.35	1048.2	209.64	838.56	8.06
	Health Care - E		0	0.00	0.00	0.00
	Total	87.35	1,048.20	209.64	838.56	8.06
Maureen Sullivan	Salary	6,875.00			82,500.00	3,173.08
	Guardian - E + S	331.00	3972	794.40	3,177.60	30.55
	Health Care - E	838.48	10061.76	2,012.35	8,049.41	77.40
	Total	1,169.48	14,033.76	2,806.75	11,227.01	107.95
Loree Sullivan	Salary	2,400.00			28,800.00	
	Total HC 2018	1,346.66	16,159.80	3,231.96	12,927.84	124.31
Budgeted in 2018						
			Empl Cont	Total to CACRC		
	Total Salaries	203,500.08		203,500.08		
	Total Health ins	10,061.76	2,012.35	8,049.41		
	Total Life, ST disability, Dental	6,098.04	1,219.61	4,878.43		
		219,659.88	3,231.96	216,427.92		
			-1.5%			
	Employer SS-Med		7.65%	15,567.76		
	Fed UC	(8K x 3)	0.08%	192.00		
	State UC	(8K x 3)	3%	720.00		
	Payroll taxes			16,479.76		
	Processing fee	59 month + \$100 set-up		\$ 808.00		
				233,715.68		
Cost Formula is tied to Salary. As an Organization, employees pay 20% of Health Care Costs						



Child Advocacy Center
OF ROCKINGHAM COUNTY

TURNING HURT INTO HOPE.

Family Support Specialist

RESPONSIBILITY

This position is based at the Rockingham County CAC and is responsible for coordinating the supportive services for families going through the CACRC process.

ACTIVITIES

Provision of Client Services at the CACRC

- Meet with each non-offending caregiver during the CACRC interview process
- Provide information, education and referral services to non-offending caregivers and the child(ren)
- Provide emotional support to non-offending caregivers and the child(ren)
- Assist the non-offending caregiver in expressing questions, fears and needs to the multidisciplinary team
- Assist non-offending caregiver with safety planning for self and child(ren) as needed
- Assist the non-offending caregiver with their own needs and supportive services so the caregiver can provide the necessary care for the child(ren)
- Provide crisis intervention to non-offending caregivers and the child(ren) as needed
- Provide follow-up services and short-term case management to assist families in connecting with long-term supports such as mental health services
- Assist the other multidisciplinary team members with supporting the caregiver and the child(ren) through the CACRC process as needed

Administration

- Complete all necessary client paperwork with non-offending caregiver, including needed releases
- Maintain required documentation and statistical information
- Participate in pre/post interview meeting with Multidisciplinary Team
- Attend monthly Multidisciplinary Case Review meetings
- Attend all staff meetings
- Meet weekly with supervisor and identified CAC staff member
- Adhere to all CACRC policies and procedures

Other

- Complete advocate training and attend monthly victim advocate meetings
- Assist in special projects and assignments as required for the effective operation of both the CAC and partner victim advocate groups
- Attend local and state taskforce and committee meetings and trainings relevant to the issues of child abuse, neglect and sexual assault as assigned

QUALIFICATIONS:

- **EDUCATION:** Undergraduate degree in a related field. Master's degree in related field preferred.
- **SKILLS:** Crisis intervention and advocacy skills. Strong verbal and written communication skills. Highly organized with attention to detail.
- **KNOWLEDGE:** Understanding of issues relating to childhood sexual and physical abuse, and neglect. Knowledge of local community resources. Adequate computer knowledge, Microsoft Word, and Excel.
- **TRAITS:** Flexible schedule, compassionate, dedicated, maintains healthy boundaries, passionate about the issues of childhood sexual and physical abuse and neglect; professional; team player.

Child Advocacy Center of Rockingham County, Inc.

PROFIT AND LOSS

January - March, 2018

	TOTAL
Income	
400 Donations - Communities	2,000.00
401 Donations - Corporate	1,500.00
402 Donations - Individual	11,144.81
406 Fundraiser Golf	10,000.00
409 Fundraiser - Bowling	160.00
Grants	
500 Grants - County	3,750.00
501 Grants - DoJ	22,250.00
503 Grants-Other	11,410.00
Total Grants	37,410.00
Total Income	\$62,214.81
GROSS PROFIT	\$62,214.81
Expenses	
651 Fundraiser Expense-Golf	3,251.50
654 Fundraiser Expense - Other	816.10
655 Fundraiser Expense - Bowling	83.61
Derry	
601 Dues & Subscriptions	1,049.00
603 Meals - In House	108.08
610 Rent	3,300.00
612 Training	100.00
615 Travel	530.99
Total Derry	5,088.07
Payroll	
700 Gross wages	58,391.86
702 Employer SS-Med	4,401.91
703 Federal Unemployment	168.00
704 State Unemployment	47.03
705 Payroll processing	355.75
710 Health insurance	1,989.59
711 Benefits-Dental/disability	1,209.93
Total Payroll	66,564.07
Portsmouth	
810 Dues and Subscriptions	2,122.00
814 Legal & Professional Fees	220.00
816 Liability Insurance	91.00
818 Marketing	116.90
820 Meals	205.10
822 Meetings - In House	161.90
825 Office Supplies	1,021.42
840 Rent	3,507.00
851 Telephone	294.44

	TOTAL
860 Training	500.00
862 Travel	488.16
Total Portsmouth	8,727.92
Total Expenses	\$84,531.27
NET OPERATING INCOME	\$ -22,316.46
Other Expenses	
952 Travel-NHNCAC	127.01
Total Other Expenses	\$127.01
NET OTHER INCOME	\$ -127.01
NET INCOME	\$ -22,443.47

**SEACOAST CHILD ADVOCACY CENTER,
INCORPORATED
PORTSMOUTH, NEW HAMPSHIRE**

FINANCIAL STATEMENTS

DECEMBER 31, 2014

TABLE OF CONTENTS

	<u>PAGE</u>
Independent Auditors' Report	1
Statement of Financial Position	2
Statement of Activities	3
Statement of Cash Flows	4
Notes to Financial Statements	5
Supplementary Information	7
Schedule of Functional Expenses	8



YOUNGCLAUS & COMPANY PLLC.
CERTIFIED PUBLIC ACCOUNTANTS

William C. Youngclaus, CPA
Geoffrey W. Youngclaus, CPA
Sarah Youngclaus Smith, CPA

INDEPENDENT AUDITORS' REPORT

The Board of Directors
Seacoast Child Advocacy Center, Incorporated
Portsmouth, New Hampshire

We have audited the accompanying financial statement of Seacoast Child Advocacy Center, Incorporated (a 501(c)(3) non-profit organization), which comprise the statement of financial position as of December 31, 2014, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Child Advocacy Center, Incorporated as of December 31, 2014, 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.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Organization's 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 and other accounting records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States Of America. In our opinion, the schedule of functional expenses is fairly stated on all material respects in relation to the financial statements as a whole.

YOUNGCLAUS & COMPANY, PLLC

North Hampton, New Hampshire


Sarah Youngclaus Smith

Certified Public Accountant

July 3, 2015

SEACOAST CHILD ADVOCACY CENTER, INCORPORATED
STATEMENT OF FINANCIAL POSITION
SEE INDEPENDENT AUDITORS' REPORT
DECEMBER 31, 2014

ASSETS	
Current Assets:	
Cash	\$ 179,750
Prepaid Insurance	3,076
	<hr/>
Total Current Assets	182,826
	<hr/>
Property and Equipment:	
Equipment and Furniture	23,618
Leasehold Improvements	2,314
	<hr/>
	25,932
Less: Accumulated Depreciation	(25,393)
	<hr/>
Net Property and Equipment	539
	<hr/>
Other Assets:	
Security Deposit	500
	<hr/>
TOTAL ASSETS	\$ 183,865
	<hr/> <hr/>
LIABILITIES AND NET ASSETS	
Current Liabilities:	
Accounts Payable	\$ 1,775
Accrued Payroll	4,488
Accrued Compensated Absences	1,613
	<hr/>
Total Current Liabilities	7,876
	<hr/>
Net Assets:	
Unrestricted	175,989
	<hr/>
TOTAL LIABILITIES AND NET ASSETS	\$ 183,865
	<hr/> <hr/>

The accompanying notes are an integral part of the financial statements

SEACOAST CHILD ADVOCACY CENTER, INCORPORATED
STATEMENT OF ACTIVITIES
SEE INDEPENDENT AUDITORS' REPORT
FOR THE YEAR ENDED DECEMBER 31, 2014

REVENUES AND OTHER SUPPORT	
Contributions	\$ 113,163
Fundraising	86,140
Grants	45,950
Interest Income	17
TOTAL REVENUES AND OTHER SUPPORT	<u>245,270</u>
EXPENSES	
Program Services	136,605
Management and General	43,857
Fundraising	68,001
TOTAL EXPENSES	<u>248,463</u>
CHANGE IN UNRESTRICTED NET ASSETS	<u>(3,193)</u>
NET ASSETS, BEGINNING OF YEAR	<u>179,182</u>
NET ASSETS, END OF YEAR	<u>\$ 175,989</u>

The accompanying notes are an integral part of the financial statements

SEACOAST CHILD ADVOCACY CENTER, INCORPORATED
STATEMENT OF CASH FLOWS
SEE INDEPENDENT AUDITORS' REPORT
FOR THE YEAR ENDED DECEMBER 31, 2014

	Increase (Decrease) In Cash and Cash Equivalents
Cash Flows From Operating Activities:	
Increase/(Decrease) in Unrestricted Net Assets	\$ (3,193)
Adjustments to Reconcile Change in Net Assets	
Net Cash Provided By Operating Activities:	
Depreciation	200
Change In Assets (Increase)/Decrease:	
Prepaid Expense	(3,077)
Change in Liabilities Increase/(Decrease):	
Accounts Payable	313
Accrued Expenses	6,101
	344
Net Cash Provided By Operating Activities	344
 Cash Flows From Investing Activities:	
Purchase of Property and Equipment	(738)
Net Cash (Used In) Investing Activities	(738)
 Cash Flows From Financing Activities:	
Net Cash (Used In) Financing Activities	-
Net Increase (Decrease) In Cash	(394)
Cash At Beginning of Year	180,144
Cash At End of Year	\$ 179,750

Supplemental Disclosures of Cash Flow Information:

No interest or income taxes were paid for the years ended December 31, 2014.

The accompanying notes are an integral part of the financial statements

SEACOAST CHILD ADVOCACY CENTER, INCORPORATED
NOTES TO FINANCIAL STATEMENTS
SEE INDEPENDENT AUDITORS' REPORT
DECEMBER 31, 2014

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Seacoast Child Advocacy Center, Incorporated was formed under the laws of the State of New Hampshire and has been granted an exemption from federal income taxes under section 501(c)(3) of the Internal Revenue Code. Through grants and public support this Organization's mission is to provide a safe environment for the evaluation of alleged child abuse for children 3-18 years of age. Through collaboration of public, private and community partners, the Organization works to ensure the safety, health and well being of abused children.

Revenue Recognition

In accordance with FASB ASC 958-605, contributions, including unconditional promises to give, are recorded as received. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. As of December 31, 2014 the Organization had no temporarily or restricted net assets.

Use of Estimates

The preparation of the 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. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Company held no cash equivalents as of December 31, 2014.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated amongst the programs and supporting services benefited.

Property and Equipment

Furniture and equipment are reported in the statements of financial position at cost, if purchased, and at fair value at the date of donation, if donated. Equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one (1) year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Furniture and Equipment	5-7 years
Leasehold Improvements	15 Years

Depreciation expense for the year ended December 31, 2014 was \$200. Fixed assets are reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the current period.

SEACOAST CHILD ADVOCACY CENTER, INCORPORATED
NOTES TO FINANCIAL STATEMENTS
SEE INDEPENDENT AUDITORS' REPORT
DECEMBER 31, 2014

2. ACCRUED COMPENSATED ABSENCES

Full-time employees of the Organization earn paid days off (PDO) depending on continuous length of service and hours worked. Employees are allowed to carry over a maximum of 40 hours (5 PDO) from one calendar year to the next. At December 31, 2014, accrued compensated absences totaled \$1,613.

3. RENTAL LEASES

In November 2012, Seacoast Child Advocacy Center, Incorporated entered into an agreement with the Foundation for Seacoast Health to lease space for offices and meeting rooms. This lease was for a term of three (3) years and stated monthly lease payments are \$737 which includes janitorial and utility expenses. The Organization also has a second location in Derry, New Hampshire which is a month to month lease agreement.

Future minimum rental and lease payments are as follows:

For the Year Ended December 31, 2015	<u>\$ 7,490</u>
--------------------------------------	-----------------

4. INCOME TAXES AND UNCERTAIN TAX POSITIONS

The Organization qualifies under the Section 501(c)(3) of the Internal Revenue Code and, therefore, no provision for federal or state income taxes has been recorded. The Organization's income tax returns are subject to examination by taxing authorities generally for the years ended December 31, 2011, 2012, 2013 and 2014.

The Organization follows FASB Accounting Standards Codification, which provides guidance on accounting for income taxes recognized in an organization's financial statements. The guidance prescribes a recognition and measurement of a tax position taken or expected to be taken in a tax return and also provides guidance on derecognition, classification, interest, and penalties, accounting in interim periods, disclosure and transition. As of December 31, 2014, the Organization has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

5. SUBSEQUENT EVENTS

For the purpose of recognition and disclosure in these financial statements, management of the Organization has evaluated subsequent events through July 3, 2015, which is the date these financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

SEACOAST CHILD ADVOCACY CENTER, INCORPORATED
SCHEDULE OF FUNCTIONAL EXPENSES
SEE INDEPENDENT AUDITORS' REPORT
FOR THE YEAR ENDED DECEMBER 31, 2014


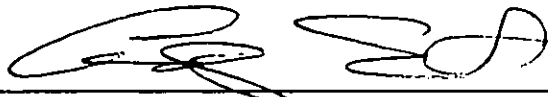
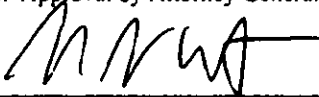
	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total</u>
Payroll	\$ 84,733	\$ 28,244	\$ 28,244	\$ 141,222
Payroll Taxes and Benefits	20,474	6,825	6,825	34,124
Registration and Event Fees	-	-	28,935	28,935
Rent	17,718	4,430	-	22,148
Dues and Subscriptions	2,660	680	200	3,540
Payroll Processing Fee	1,263	421	421	2,105
Professional Fees	2,325	1,302	-	3,627
Office Supplies and Expense	889	593	1,483	2,965
Postage	183	61	365	609
Printing	249	83	497	829
Training	2,045	-	-	2,045
Travel	1,464	209	418	2,091
Telephone	793	198	-	991
Supplies	106	105	316	528
Depreciation	200	-	-	200
Meals and Meeting Expense	620	207	207	1,034
Miscellaneous	268	89	89	446
Insurance	615	410	-	1,025
Total	<u>\$ 136,605</u>	<u>\$ 43,857</u>	<u>\$ 68,001</u>	<u>\$ 248,463</u>

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name The Front Door Agency Inc.		1.4. Subrecipient Address 7 Concord Street, Nashua, NH 03064	
1.5 Subrecipient Phone # (603) 816-0290	1.6. Account Number 02-20-20-201510-5021-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 393,942.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Maryse Wiebail CEO	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of <u>Hillsborough</u> on <u>4/11/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		CINDY ENRIGHT, Notary Public My Commission Expires June 5, 2018	
1.13.2. Name & Title of Notary Public or Justice of the Peace Cindy Enright, Notary Public			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/12/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 reported 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 Subrecipient 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 Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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9/11/18

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
 - 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 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 Subrecipient.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initial(s): mm
 Date: 4/11/18

EXHIBIT A

-SCOPE OF SERVICES-

1. The Front Door Agency as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime and violence in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$393,942 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials mm
Date 4/11/18

EXHIBIT C

-SPECIAL PROVISIONS-

- I. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix I which is subject to annual review.

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9/11/18

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

- i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.
<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>
- ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964; as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54); specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials

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Date

4/11/18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials

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Date

4/11/18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials

MW

Date

4/11/18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

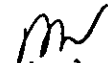
12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials

Date


4/11/18

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.

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

Subrecipient Initials

Date

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4/11/18

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials m
Date 4/17/18

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials

Date


4/17/18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials

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Date

4/17/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials: mm

Date: 5/17/18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period --may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials



Date



Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials m
Date 4/11/18

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials mm
Date 2/1/18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Maryse Wirbal, CEO
Name and Title of Head of Agency

[Signature]
Signature

4/11/18
Date

The Front Door Agency, Inc 7 Concord St., Nashua 03064
Name and Address of Agency

Subrecipient Initials mw
Date 4/11/18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP-requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Maryse Wirbel, CEO
Name and Title of Authorized Representative

[Signature] 4/11/18
Signature Date

The Front Door Agency 7 Concord St. North 03004
Name and Address of Agency

Name and Address of Agency

Subrecipient Initials mw
Date 4/11/18

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 applicant 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

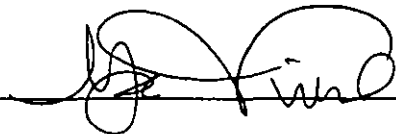
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one 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 Front Door Agency (Applicant) certifies that any funds awarded through grant number 02-20-201510-5021-072-500575 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 Front Door Agency (Applicant) 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: Maryse Wirbal, CEO

Signature: _____



Date: 4/11/18

State of New Hampshire

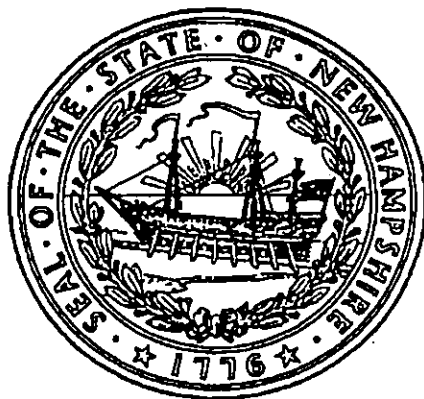
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRONT DOOR AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 06, 1987. 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: 108359

Certificate Number: 0004083130



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Corporate Resolution

I, Suzanne Beaubien, hereby certify that I am duly elected Clerk/Secretary of
(Name)
The Front Door Agency I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)
a meeting of the Board of Directors/shareholders, duly called and held on April 11, 2018
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Maryse Wirbal, CEO (may list more than one person) is
(Name and Title)

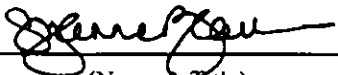
duly authorized to enter into contracts or agreements on behalf of

The Front Door Agency with the State of New Hampshire and any of
(Name of Corporation or LLC)

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

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

DATED: 4/11/18

ATTEST: 
(Name & Title)

SUZANNE BEAUBIEN, SECRETARY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C No. Ext): 603-689-7229 FAX (A/C No.): 603-886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hanover Insurance</td> <td>22292</td> </tr> <tr> <td>INSURER B : AmTrust Group</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover Insurance	22292	INSURER B : AmTrust Group		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED NASPA1 The Front Door Agency Inc 7 Concord Street Nashua NH 03064														

COVERAGES **CERTIFICATE NUMBER: 710134820** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZBV9151600	5/5/2018	5/5/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPPOP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		ZBV9151600	5/5/2018	5/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TWC3707004	5/5/2018	5/5/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Management Liab Claims Made		LHV9132930	5/5/2018	5/5/2019	D&O \$1,000,000 EPL \$1,000,000 Fiduciary \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Information: No excluded officers; Coverage for NH.
 Retentions on Management Liability: D&O \$2,500; EPL \$5,000; Fiduciary \$500.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 Department of Justice
 33 Capitol Street
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc R Berube

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BOARD OF DIRECTORS 2017-18

OFFICERS

		<u>Occupation</u>
President:	Mr. Robert Kennedy	BAE Systems
President Elect:	Mrs. Jessica Ackerman	Deloitte & Touche
Vice-President:	Ms. Linda LaFleur	SquareTail Advisors
Secretary:	Mrs. Suzanne Beaubien	Bellwether Community Credit Union
Treasurer:	Mr. John Chase	Retired, BAE Systems
Past President:	Mr. Jed Anderson	Weisman, Tessier, Lambert and Halloran

MEMBERS

	<u>Occupation</u>
Mrs. Erin Almeda*	Former Concord Hospital
Mrs. Karen Carlisle	Former Crowne Plaza
Mrs. Jackie Clancy	Southern NH Health System
Mrs. Carol Connor	Retired, The Front Door Agency
Mr. Zachary Duprey	The Provident Bank
Ms. Paula Farrer	Right Networks, LLC
Mr. Nick Frasca	Frasca & Frasca, P.A.
Ms. Lyn Healy	Education Consultant
Mr. Cory Hussey	Stanley Elevator
Mr. Kip Jackson	Pegasystems
Ms. Molly Kepner	The Berstein Shur Group
Mr. Michael Martinez*	Cityside Management
Mr. David S. McGinley	Retired
Ms. Suneela Mistry	UniClean Cleanroom Services
Mr. Jeff Monahan	The Monahan Companies
Mrs. Meagan Pollack	Curriculum Associates
Mr. Walter Razzaboni, Jr.	UBS Financial Services
Mr. Robert Shaw*	Texas Instruments
Mrs. Alyssa Turcotte	Eaton & Berube Insurance
The Rev. Alanna Van Antwerpen	Church of the Good Shepherd
Mr. John Ziemba	Triangle Credit Union

ADVISORY BOARD

	<u>Occupation</u>
Mrs. Lori Lambert*	Weisman, Tessier, Lambert & Halloran
Mrs. Lisa Law	Law Logistics
Mr. Rich Lovering*	Lovering Volvo
Ms. Beth Raymond*	Gateways

*Denotes Past Presidents

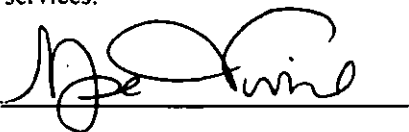
EEOP Reporting

I, Maryse Wirbal [responsible official], certify that
The Front Door Agency [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on 3/28/18 [Date]

I further certify that:

The Front Door Agency [recipient] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature:



Date:

3/28/18

Key Personnel List

DEPARTMENT OF JUSTICE - VICTIMS OF CRIME ACT

Proposal Agency Name: The Front Door Agency, Inc.
Program: VOCA- Transitional Housing Program
Budget Period: July 1, 2018-June 30, 2019

A	B	C	D
Position Title	Current Individual in Position	Projected Annual Salary	Hours per Week
CEO	Maryse Wirbal	\$89,500.00	40
Director of Transitional Housing	Rebecca Gagne	\$54,600.00	40
Business Manager	Cindy Enright	\$36,400.00	35
Licensed Mental Health Child Counselor	TBD	\$ 45,500.00	25
Case Manager	Sarah Burns	\$ 35,000.00	40
Case Manager/Intake	Kelsey Sanborn	\$ 33,500.00	40

REBECCA GAGNE

SUMMARY

A Human Services Professional with over fifteen years experience working in a residential program for women and children. Experience includes: team leadership, substance abuse; mental health; domestic violence, property management, community outreach, and empowering families to transition from crisis to self-sufficiency.

PROFESSIONAL EXPERIENCE

Director of Transitional Housing

April 2012-Present

THE FRONT DOOR AGENCY, INC., Nashua, New Hampshire

A not-for-profit, 501(c) tax-exempt organization assisting individuals and families in crisis transition to self-sufficiency formally known as the Nashua Pastoral Care Center, Inc.

Providing oversight for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Establishing outcome measurements and ensuring program objectives are met.
- Supervision of all direct service staff, residential aides, program administrative staff and maintenance personnel.
- Overseeing maintenance issues at all three owned properties.
- Providing oversight on all program policies and procedures.
- Participating in community activities.
- Representing the agency in the community.

Case Manager

December 2001-April 2012

THE NASHUA PASTORAL CARE CENTER, Nashua, New Hampshire

Providing extensive case management for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Providing support, advocating and assisting in eliminating barriers to enhance resident's ability to succeed.
- Coordinating all services necessary for the resident to become a self-sufficient member of the community.
- Participating in community activities.

Case Manager

May 2001-December 2001

GIRLS INC., Nashua, New Hampshire

Duties included assisting ten young women ages 14-21 with daily living in a nonprofit residential living facility. Job required effective coordination and linkage of all academic and career related components, time management, positive role modeling, empathetic listening, developing and following individual treatment plans, connecting with people and resources, and follow up. Other duties involved organizing the volunteer program, coordinating educational sessions and activities.

Pre-School Teacher

July 2000-May 2001

GIRLS INC., Nashua, New Hampshire

Duties included: planning and implementing a monthly curriculum aiding children physically, socially, emotionally, and intellectually; providing age appropriate activities to encourage creative expression and appreciation of the arts; and creating a monthly parent newsletter.

EDUCATION

Leadership Greater Nashua

Sept 2016-June 2017

Comprehensive overview of the various elements of the Greater Nashua Community
Velocity Performance's Leadership Academy

Certified CPR AED

August 2014

Certified Non-violent Crisis Intervention

Since 2008

Graduate**NEW ENGLAND SCHOOL ON ADDICTION STUDIES**

June 2008 & 2006

New Hampshire Training Institute on Addictive Disorders

BA in Psychology

December 1999

KEENE STATE COLLEGE, Keene, New Hampshire

Member, Delta Phi Epsilon (1997-1999)

AS in Chemical Dependency

May 1999

KEENE STATE COLLEGE, Keene, New Hampshire

VOLUNTEER EXPERIENCE

Board of Directors

SKIP (School Kids in Peterborough)

2014-2017

Day of Caring Committee Member:

United Way of Greater Nashua

2011- 2015

Big Sister:

Big Brothers and Big Sisters Organization of Nashua

2004-2012

Internship:

Alvirne High School, Hudson, NH Guidance Department

1999

REFERENCES FURNISHED UPON REQUEST
--

Sarah Burns

EXPERIENCE

The Front Door Agency, Nashua, NH

Transitional Housing Program Case Manager

AUGUST 2015 - PRESENT

- Provide case management and support for single mothers and their children in Phase 2 and 3 of the agency's transitional housing program.
- Conduct weekly case management meetings focusing on goals, budgeting, education, parenting and health/wellness.
- Co-facilitate bi-weekly skills and support group for women in the program, focusing on positive thinking, support and goals.
- Coordinating and arranging all services for the family to achieve self-sufficiency.

Case Technician of Housing Services

FEBRUARY 2015 - AUGUST 2015

- Provided property management for the agency's low-income apartment building. Completed and reviewed annual tenant HOME income/rental verification forms per HUD funding regulations. Oversaw all building maintenance and resolved tenant issues.
- Enter all client information into HMIS (Homeless Management Information System).

Humane Society for Greater Nashua, Nashua, NH

Director of Outreach and Volunteer Coordinator

2000 - 2003

- Provided training and managed work assignments and skills assessments of 70+ volunteers.
- Held monthly Volunteer Orientations for new volunteers.
- Provided a link between the Humane Society and the community by making presentations at schools and civic organizations, attended local fairs, conducted shelter tours and appeared on radio and television.
- Coordinated updates and maintenance of the website and answered daily emails about the shelter.
- Worked directly with clients interested in adopting animals, including interviewing families and completing adoption paperwork.

A Safe Place, Portsmouth, NH

Domestic Violence Advocate and Resident Assistant

SEPTEMBER 1999 - JUNE 2000

- Answered 24 hour domestic violence crisis line.
- Provided support to women and their children living in the shelter.
- Maintained confidentiality of all residents.

New Heights, Portsmouth, NH

Teen Center Counselor

1999 - 2000

- Worked with teens in an after-school and summer youth program. Organized and facilitated recreational and adventure activities for large and small groups of teens.
- Worked one-on-one with at-risk youth and their parents to develop behavior contracts for acceptable behavior.
- Co-facilitated *In Good Company*, an intergenerational after school group which focused on building positive relationships between senior adults and adolescents.
- Co-facilitated *Annie's Forum*, an intergenerational women's discussion group, aimed at supporting high school girls by developing positive role models and new skills.

VOLUNTEER WORK

Hollis Preschool, Hollis, NH

Board of Directors, Property Management

2009 - 2012

- As part of the Board, I was responsible for hiring teachers, budgeting, fundraising, recruiting new students and managing relationships between the school and parents.
- As Properties Manager, I was responsible for all building maintenance, including fire safety, hiring contractors, playground equipment and negotiating the lease with the landlord.

EDUCATION

University of New Hampshire, Durham, NH

B.A. Social Work

Minor in Women's Studies

1996 - 2000

Education

-
- University of New Hampshire at Manchester- *Manchester, NH*- Bachelor of Arts May 2015
- Majors: Psychology and Communication Arts, cum laude
- James Cook University- *Townsville, Queensland, Australia* February 2013 -June 2013
- Took a full course load of classes in psychology, sociology, and general studies

Work Experience

-
- Case Manager at The Front Door Agency- *Nashua, NH* August 2017- Present
- Providing extensive case management for a residential Transitional Housing Program for women and children.
 - Ensuring all residents maintain compliance with the educational and residential components of the program.
 - Conducting interviews with all potential clients, determining eligibility and setting goals.
 - Coordinating all services necessary for the family to move towards self-sufficiency.
- Intake Specialist at Rockingham Community Action- *Derry, NH* August 2015- August 2017
- Interview clients and collect all necessary paperwork to complete fuel, electric, and crisis program applications
 - Perform outreach tasks such as identifying possible locations, distributing materials, and promoting our services
 - Understand the rules and regulations of the FAP, EAP, SEAS, WXN, and housing programs
 - Work with the elderly, disabled, and low income population
- Program Assistant at 21st Century Community Learning Centers- *Manchester, NH* September 2013- May 2015
- Planned and ran afterschool clubs for students in grades K-5
 - Supervised students throughout the afternoon and assisted with homework
- Teller I at TD Bank, N.A. - *Wilton, NH* July 2011-January 2013
- Assisted customers with transactions and sold TD Bank products
 - Handled confidential and sensitive information

Internship Experience

-
- Disney College Program at Walt Disney Company- *Orlando, FL* August 2014- January 2015
- Worked in Attractions and performed parade access control during the Christmas season
 - Assisted park guests with their inquiries while maintaining the Disney image and ideals
- Title-I Intern at Hallsville Elementary School- *Manchester, NH* January 2014- June 2014
- Aided the Title-I supervisor with clerical work
 - Organized and ran Lunch-Bunch program for select students for social skill improvement
 - Conducted enrichment programs that focused on blogging skills for grades 2-5

Research Experience

-
- Needs Based Assessment for the YWCA of Manchester January 2015-May 2015
- Created a survey, facilitated focus groups, and analyzed final results of project
 - Presented at the UNH Manchester Undergraduate Research Conference 2015 and at the YW in Manchester

Special Skills

Technical Skills - Proficiency with Microsoft Office products, FAP/EAP programs, Qualtrics, HMIS data forms, and SPSS
Communication Skills - Excellent interpersonal communication skills with coworkers and clients. Ability to write in many different styles including lab reports, literature reviews, and narrative essays.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552417
May 14, 2012 LTR 4168C 0
02-0405852 000000 00

00036030

BODC: TE

THE FRONT DOOR AGENCY INC
7 CONCORD ST
NASHUA NH 03064-2328



052297

Employer Identification Number: 02-0405852
Person to Contact: Dee Anna Jarmon
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 27, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1993.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

THE FRONT DOOR AGENCY, INC.

Financial Statements

For The Year Ended June 30, 2017

Index To Financial Statements
For The Year Ended June 30, 2017

	<u>Page</u>
Independent Auditors' Report	1 - 2
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7 - 17



P.A., Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To The Board of Directors
The Front Door Agency, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of The Front Door Agency, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2017, 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.

Sutze + Sully PA CPA

November 8, 2017

THE FRONT DOOR AGENCY, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2017

ASSETS

CURRENT ASSETS

Operating cash and cash equivalents	\$ 532,213
Endowment marketable securities	588,979
Promises to give	88,395
Endowment promises to give, net of a \$2,833 allowance for bad debt	7,392
HHARLF - client receivables (Note F)	10,064
HSGP - client receivables (Note G)	113,949
HSGP - state receivables (Note G)	966
RLF - client receivables (Note H)	713
Allowance for bad debt - client receivables	(3,000)
Other current assets	<u>3,100</u>

1,342,771

PROPERTY & EQUIPMENT

Land, building & improvements	2,092,280
Leasehold improvements	56,941
Equipment and furniture	<u>30,528</u>
	2,179,749
Less accumulated depreciation	<u>(819,014)</u>
	<u>1,360,735</u>

OTHER ASSETS

Cash restricted	<u>36,994</u>
	<u>\$ 2,740,500</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Notes payable, current portion	\$ 7,875
Accounts payable	14,271
Accrued payroll and payroll taxes	5,069
Security deposits	11,484
Deferred revenue	26,250
HHARLF vouchers outstanding	4,480
HSGP vouchers outstanding	<u>161,359</u>
	<u>230,788</u>
NOTES PAYABLE, net of current portion	<u>922,278</u>

NET ASSETS

Unrestricted	1,115,264
Temporarily restricted	174,505
Permanently restricted	<u>297,665</u>
	<u>1,587,434</u>
	<u>\$ 2,740,500</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUE AND SUPPORT				
Grant income	\$ 465,466	\$ -	\$ -	\$ 465,466
Fundraising events	261,616	-	-	261,616
Less: Cost of direct benefit to donor	(12,908)	-	-	(12,908)
Contributions	167,944	134,448	7,250	309,642
Investment income (Note L)	58,938	-	-	58,938
Rental income	149,845	-	-	149,845
Santa fund income	-	16,004	-	16,004
Miscellaneous income	3,674	-	-	3,674
In kind donations	42,301	-	-	42,301
Cancellation of debt	53,984	-	-	53,984
Net assets released from restrictions:				
Satisfaction of time	19,000	(19,000)	-	-
Satisfaction of purpose	22,799	(22,799)	-	-
Total Revenue and Support	<u>1,232,659</u>	<u>108,653</u>	<u>7,250</u>	<u>1,348,562</u>
EXPENSES				
Program services:				
Transitional Housing	520,132	-	-	520,132
Direct Services	278,047	-	-	278,047
Administration	95,770	-	-	95,770
Fundraising	134,956	-	-	134,956
Total Expenses	<u>1,028,905</u>	<u>-</u>	<u>-</u>	<u>1,028,905</u>
Increase in Net Assets	203,754	108,653	7,250	319,657
NET ASSETS, Beginning of Year	<u>911,510</u>	<u>65,852</u>	<u>290,415</u>	<u>1,267,777</u>
NET ASSETS, End of Year	<u>\$ 1,115,264</u>	<u>\$ 174,505</u>	<u>\$ 297,665</u>	<u>\$ 1,587,434</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2017

	PROGRAM SERVICES					
	Transitional Housing	Direct Services	Total Program	Administration	Fundraising	Total
Salaries and wages	\$ 209,943	\$ 99,313	\$ 309,256	\$ 48,824	\$ 74,543	\$ 432,623
Payroll taxes	16,029	7,548	23,577	3,730	5,713	33,020
Employee benefits	20,609	12,783	33,392	6,452	6,176	46,020
Education, community involvement & travel	1,257	65	1,322	1,132	676	3,130
Bank charges	1,566	36	1,602	473	616	2,691
Rent and utility expense	69,761	6,720	76,481	3,360	3,360	83,201
Telephone and communication	7,100	2,872	9,972	1,436	1,436	12,844
Building maintenance	36,806	658	37,464	1,449	705	39,618
Insurance	14,387	-	14,387	3,069	-	17,456
Professional fees	2,871	1,923	4,794	3,276	4,250	12,320
Audit fees	-	-	-	8,695	-	8,695
Office expense	2,687	2,835	5,522	12,309	15,168	32,999
Interest expense	12,540	-	12,540	-	-	12,540
In kind interest expense	42,301	-	42,301	-	-	42,301
Miscellaneous expense	933	-	933	125	-	1,058
Bad debts	17	11,742	11,759	-	80	11,839
Fundraising expense	-	-	-	-	22,233	22,233
Direct assistance:						
Holiday/Santa fund program	-	18,133	18,133	24	-	18,157
Rental assistance	799	83,055	83,854	-	-	83,854
Utility assistance	-	13,025	13,025	-	-	13,025
Stability assistance	-	16,218	16,218	-	-	16,218
Transportation	415	861	1,276	-	-	1,276
Child care	422	-	422	-	-	422
School supplies	3,720	-	3,720	-	-	3,720
Financial literacy	-	210	210	-	-	210
Miscellaneous	1,556	50	1,606	-	-	1,606
Total Expenses Before Depreciation	445,719	278,047	723,766	94,354	134,956	953,076
Depreciation	74,413	-	74,413	1,416	-	75,829
Total Expenses	\$ 520,132	\$ 278,047	\$ 798,179	\$ 95,770	\$ 134,956	\$ 1,028,905

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2017

Cash flow provided by (used in) operating activities	
Increase in net assets	\$ 319,657
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	75,829
Bad debt expense	11,839
Grant for fixed asset purchases	(15,000)
Cancellation of debt	(53,984)
Unrealized gain on investments	(33,178)
Realized gain on investments	(5,282)
Endowment contribution	(7,250)
Donated stock	(3,262)
Change in assets and liabilities:	
Increase in promises to give	(54,477)
Decrease in other current assets	1,020
Decrease in accounts payable	(1,432)
Decrease in accrued payroll and taxes	(2,229)
Decrease in deferred income	(2,000)
Net cash provided by operating activities	<u>230,251</u>
Cash flow provided by (used in) investing activities	
Proceeds from sale of investments	37,026
Purchase of investments	(7,008)
Reinvested dividends	(20,478)
Decrease in cash restricted	860
Collection of endowment promise to give	5,675
Grant for fixed asset purchases	15,000
Purchase of fixed assets	(80,565)
Increase in security deposits	1,560
Net cash used in investing activities	<u>(47,930)</u>
Cash flow provided by (used in) financing activities	
Principal payments of long-term debt	(6,998)
Decrease in HSGP - client receivable	6,362
Decrease in HSGP - state receivables	912
Decrease in RLF client receivables	460
Decrease in HSGP vouchers outstanding	(1,580)
Decrease in HHARLF - client receivables	849
Decrease in HHARLF vouchers outstanding	(4,595)
Net cash provided by financing activities	<u>(4,590)</u>
Net increase in cash and cash equivalents	177,731
Cash and cash equivalents, Beginning of Year	<u>354,482</u>
Cash and cash equivalents, End of Year	<u>\$ 532,213</u>
SUPPLEMENTAL INFORMATION	
Interest paid	<u>\$ 12,540</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE A. NATURE OF ORGANIZATION

The Front Door Agency, Inc. was established to offer support and provide services to assist individuals and families transition from crisis to self-sufficiency. Its community service outreach program is made available to residents of Nashua, New Hampshire and its surrounding towns. It provides housing-related supportive services including; rental and utility assistance, extensive transitional housing services, security deposit loans, and other housing related needs. In addition, it provides assistance with transportation, medical and dental care, food, and with the holidays. It also offers a comprehensive financial literacy program.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Non-cash Contributions

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily and permanently restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency or the passage of time, or are permanent in nature. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Agency considers all unrestricted, highly-liquid investments with an initial maturity of three months or less, to be cash equivalents.

Investment Securities

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Property and Depreciation

Property is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building and improvements	4-27
Leasehold improvements	4-10
Equipment & furniture	3-7

Allowance Method

The Agency uses the allowance method to account for bad debts. The allowance is based on prior years' experience and management's analysis of specific promises to give. An allowance for bad debts of \$2,833 for promises to give, and \$3,000 for client receivables was required for the year ended June 30, 2017.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue

Deferred revenue of \$26,250 consists of sponsorships for future events.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

Income Taxes

The Agency is exempt from federal income taxes pursuant to the Internal Revenue Code Section 501(c)(3).

The Agency's income tax filings are subject to audit by various taxing authorities. At June 30, 2017, the Agency's open audit periods included periods ended June 30, 2014 through 2017. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

NOTE C. CASH RESTRICTED

As a requirement of some of the mortgages, segregated annual contributions are required and will be used for capital improvements subject to the approval of mortgagor.

NOTE D. NET ASSETS

Unrestricted, temporarily restricted and permanently restricted net assets include the following at June 30, 2017:

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE D. NET ASSETS (Continued)

Unrestricted Net Assets:	
Board designated endowment funds	\$ 301,070
Board designated Odierna scholarship fund	10,000
Unrestricted operating funds	<u>804,194</u>
	<u>\$ 1,115,264</u>
Temporarily Restricted Net Assets:	
Santa fund	\$ 34,002
Odierna scholarship	84,448
Building purchase	30,000
Renovations	6,055
Program	<u>20,000</u>
	<u>\$ 174,505</u>
Permanently Restricted Net Assets:	
Donor-restricted endowments funds	<u>\$ 297,665</u>

NOTE E. ENDOWMENTS

Endowment assets included the following at June 30, 2017:

Cash	\$ 2,364
Marketable securities	588,979
Promises to give, net of a \$2,833 allowance for bad debt	<u>7,392</u>
Total	<u>\$ 598,735</u>

Marketable securities with a cost of \$507,330 and an unrealized gain of \$81,649 are presented above at market value.

The Agency's endowment investments include donor-restricted endowment funds and funds designated by the board of directors to function as endowments. Endowments provide funding to supplement essential program budgets, implement new programs, enhance existing programs, and to fund capital needs.

Net assets associated with endowment funds are classified as unrestricted, temporarily restricted or permanently restricted based on the existence or absence of donor-imposed restrictions as required by accounting principles generally accepted in the United States of America.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE E. ENDOWMENTS (Continued)

The fair value of donor-restricted endowment gifts is classified as permanently restricted in accordance with the Agency' interpretation of the Uniform Prudent Management of Institutional Funds Act enacted in New Hampshire on July 1, 2008.

Endowment net asset composition by type of fund consists of the following as of June 30, 2017:

Endowment Funds	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted	\$ -	\$ -	\$ 297,665	\$ 297,665
Board-designated	301,070	-	-	301,070
	<u>\$ 301,070</u>	<u>\$ -</u>	<u>\$ 297,665</u>	<u>\$ 598,735</u>

Changes in endowment net assets for the year ended June 30, 2017, were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets June 30, 2016	\$ 272,199	\$ -	\$ 290,415	\$ 562,614
Investment return:				
Interest & Dividends	20,478	-	-	20,478
Unrealized gains	33,179	-	-	33,179
Realized gains	5,282	-	-	5,282
Fees	(68)	-	-	(68)
Withdrawal	(30,000)	-	-	(30,000)
Endowment contributions	-	-	7,250	7,250
Endowment net assets June 30, 2017	<u>\$ 301,070</u>	<u>\$ -</u>	<u>\$ 297,665</u>	<u>\$ 598,735</u>

Return Objectives, Risk Parameters, Strategies and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities as listed above.

The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities and cash.

The Agency's spending policy is to appropriate up to 7% of the average market value of the endowment fund annually from temporarily and unrestricted funds while maintaining the donor-imposed permanent restriction.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE F. HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF) – CLIENT RECEIVABLES

The Homeless Housing and Access Revolving Loan Fund provides guarantees of rental security deposits and/or first month's rent to eligible persons. A voucher is issued to the landlord for the client's security deposit and cash is advanced for the first month's rent. The client is responsible for making monthly payments toward the security deposit and/or first month's rent to the Agency. When the security deposit is paid in full, the Agency redeems the voucher for cash to the landlord. If the lease is terminated and the landlord redeems the voucher, the Agency purchases the voucher.

NOTE G. HOUSING SECURITY GUARANTEE PROGRAM (HSGP) – CLIENT RECEIVABLE AND STATE RECEIVABLE

The Agency and the State of New Hampshire are working together with the Housing Security Guarantee Program. Landlords are provided with vouchers instead of cash for security deposits. The client agrees to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency redeems the voucher to the landlord for cash. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client is billed to the State.

NOTE H. REVOLVING LOAN FUND (RLF) - CLIENT RECEIVABLES

The Agency obtained non-governmental grants to assist individuals with their mortgage payments. The amounts are to be repaid by the recipients of the program.

NOTE I. REVOLVING LINE OF CREDIT

The Agency has a \$75,000 revolving line of credit with Triangle Credit Union that was unused as of June 30, 2017. Amounts borrowed on the credit line are payable on demand and carry an interest rate of the prime rate plus .5% (currently 4%). The credit line is secured by a security interest in all The Front Door Agency, Inc.'s assets, and expires October 30, 2021.

NOTE J. LONG-TERM DEBT

The Front Door Agency, Inc. is obligated on the following long-term debts at June 30, 2017:

The following mortgages are repaid monthly by the Agency:

Mortgage payable, New Hampshire Community Loan Fund, secured by land and building (C Street), monthly payment of \$218 including interest at 4%, due August 2025.

\$ 14,082

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE J. LONG-TERM DEBT (Continued)

Mortgage payable, Citizens Bank, secured by land and building (Vine Street), monthly payment of \$523 including interest at 6.5%, due October 2022. \$ 60,286

Mortgage payable, Community Housing Capital, Inc., secured by land and building (Shattuck Street), monthly payment of \$886 including interest at 5%, due June 2027. 151,833

The following mortgages are repaid through forgiveness of debt by the mortgagor:

Mortgage payable, City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive the debt equally over 20 years, retroactively to March 2007. 58,950

Mortgage payable, City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due and principal will be forgiven equally over a 20-year period beginning in December 2012 261,502

Mortgage payable, City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property, interest is not due and principal will be forgiven over a remaining 11 year period ending in October 2022. 180,000

This mortgage has no annual repayment:

Mortgage payable, City of Nashua, secured by land and building (Concord Street). Neither interest or principal is due as long as the Agency owns the property and meets affordability criteria. 203,500

Current maturities

930,153
7,875
\$ 922,278

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE J. LONG-TERM DEBT (Continued)

Maturities of NH Community Loan, Citizens Bank, and Community Housing Capital, Inc. long-term debt are as follows for the years ending June 30:

2018	\$ 7,875
2019	8,294
2020	8,738
2021	9,205
2022	9,503
Thereafter	182,586
Long term debt to be forgiven	500,452
No required repayment	<u>203,500</u>
	<u>\$ 930,153</u>

NOTE K. IN-KIND DONATION INTEREST/CANCELATION OF DEBT

Mortgage obligations to the City of Nashua, as detailed in Note J, have no required interest due unless the Agency does not meet certain rental affordability and ownership requirements. The Agency has recorded a donation from the City of Nashua of interest totaling \$42,301 that would have been due for the fiscal year ended June 30, 2017, on the mortgages at the estimated prevailing interest rates on the date the mortgages were received.

Additionally, some of the mortgage obligations to the City of Nashua are being forgiven annually if certain criteria are met. The amount forgiven in the current year is \$53,984.

NOTE L. INVESTMENT INCOME

Investment income consists of the following:

Interest and dividend	\$ 20,478
Realized gains	5,282
Unrealized gains	<u>33,178</u>
	<u>\$ 58,938</u>

NOTE M. PENSION PLAN

On March 1, 2013 the Agency adopted a 401(k) profit-sharing plan. All employees meeting specified age and length of service requirements are included in the plan.

The 401(k) plan provides for matching of employee contributions in such amounts as management may determine up to \$500 per participant annually.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE M. PENSION PLAN (Continued)

Additionally, the Agency can make discretionary pro-rata contributions. Matching contributions are vested immediately and pro-rata contributions are fully vested after five years.

Pension expense for the plan charged to operations for the year ended June 30, 2017, was \$11,440.

NOTE N. OPERATING LEASE OBLIGATIONS

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, as a tenant-at-will, at a rate of \$1,400 per month. The Agency also rents two apartments, one for \$650 per month under a lease expiring on October 31, 2017 and an apartment for \$400 per month under a lease expiring January 31, 2017.

The Agency leases a telephone system. As of April 2017 the lease is at-will, at a rate of \$705 per month.

The Agency also leased a copier for \$308 per month under terms which expired in June 2017. A new lease was entered under terms through June 2022 at a rate of \$406 per month.

Minimum annual lease payments under the terms of non-cancelable leases are as follows:

Year ending June 30:	
2018	\$ 10,272
2019	\$ 4,872
2020	\$ 4,872
2021	\$ 4,872
2022	\$ 3,248

NOTE O. CONTINGENCIES/PROGRAM RELATED

The Agency receives funding from various state and federal programs. Under the terms of these programs, the Agency is required to use the funding within the period for purposes specified in the proposal. If expenditures of the program were found not to have been made in compliance with the proposal, the Agency might be required to repay the funds.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE P. CONTINGENCY/FACILITY RELATED

In June of 2012, the Agency purchased a building to provide housing at below-market rent to low and moderate income households. In addition to first and second mortgages on the property (Note J) the building was acquired subject to an additional performance only mortgage.

No principal or interest payments are required on the performance mortgage as long as the Agency maintains ownership of the property and rents to tenants with income less than 60% of the Area Median Income.

For each month the Agency meets the ownership and use performance requirements, the non-performance mortgage liability reduces from \$76,960 at June 30, 2017 to zero in 2019.

Compliance is fully intended through 2019 and beyond and therefore this contingent liability is not recorded in the accompanying financial statements.

NOTE Q. CONCENTRATION OF RISK

The Agency maintains its cash balances at various institutions. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2017, the Agency's uninsured cash balance was \$27,387.

NOTE R. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2017, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE S. FAIR VALUE MEASUREMENTS

The Fair Value Measurements and Disclosures in accordance with FASB ASC Topic 820 defines fair value 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 and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2017

NOTE S. FAIR VALUE MEASUREMENTS (Continued)

Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The Agency assess the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the year ended June 30, 2017, there were no such transfers.

For the year ended June 30, 2017, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Investment Securities

The fair value of publicly traded mutual funds is based upon market quotations of national security exchanges, and all are considered Level 1.

NOTE T. SUBSEQUENT EVENTS



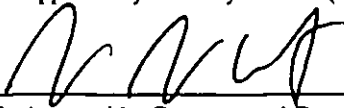
Management has evaluated events through November 8, 2017, the date that the financial statements were available to be issued.

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

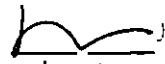
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Granite State Children's Alliance		1.4. Subrecipient Address 2 Wellman Ave, Suite 140, Nashua, NH 03064	
1.5 Subrecipient Phone # (603) 864-0215	1.6. Account Number 00-2020-201510- 5021-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 455,655.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Joy Barrett Chief Executive Officer	
Subrecipient Signature 2 If Applicable N/A		Name & Title of Subrecipient Signor 2 If Applicable N/A	
1.13. Acknowledgment: State of New Hampshire, County of HILLSBOROUGH on 3/27/18 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)		DANIELLE M. PAUL, Notary Public State of New Hampshire My Commission Expires November 18, 2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace DANIELLE PAUL, NOTARY PUBLIC			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director & Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/17/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her



3/27/2018

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
- 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

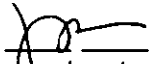

3/27/2018

EXHIBIT A

-SCOPE OF SERVICES-

1. Granite State Children's Alliance as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of child abuse in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$455,655 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

Date



3/29/2019

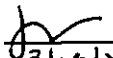
EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials

Date


3/21/2019

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

- i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.
<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>
- ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);
specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials

Date


3/29/19

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.


4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials

Date

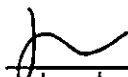

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renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials

Date


3/21/19

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

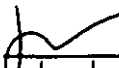
Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials

Date

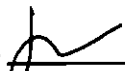

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with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of 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.

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

Subrecipient Initials

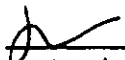
Date


3/29/18

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials



Date

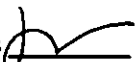
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funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials

Date


3/29/19

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials



Date

3/29/19

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.


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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials


Date


3/29/18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials

Date

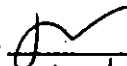

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Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials

Date


3/29/19

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials



Date

3/29/12

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Joy Barrett - Chief Executive Officer

Name and Title of Head of Agency

[Signature]

Signature

3/29/2018

Date

Granite State Children's Alliance - 2 wellman Ave. Nashua, NH

Name and Address of Agency

03064

Subrecipient Initials

[Signature]

Date

3/29/18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Joy Barrett - Chief Executive Officer

Name and Title of Authorized Representative

[Signature]

3/29/2012

Signature

Date

Granite State Children's Alliance - 2 wellman Ave.

Name and Address of Agency

Nashua, NH 03004

Name and Address of Agency

Subrecipient Initials

[Signature]

Date

3/29/2012

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 applicant 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 grantee 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 Granite State Children's Alliance (Applicant) certifies that any funds awarded through grant number 5021-072-500575 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 Granite State Children's Alliance (Applicant) 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: Joy Barrett Chief Executive Officer – Granite State Children's Alliance

Signature: _____



Date: 03/27/2018

Handwritten signature and date: 3/27/2018



2 Wellman Ave. Suite 140
Nashua, NH 03064

Certificate of Authority

I, Philip B. Taub, Chairman of the Board of Directors of the Granite State Children's Alliance, do hereby certify that:

1. I am a duly elected officer of the Granite State Children's Alliance.
2. The following is true of the adopted slate of officers elected at a meeting of the Granite State Children's Alliance held on October 12th 2017.

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

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 30th day of June 2019.
4. Joy Barrett is the Chief Executive Officer of the Granite State Children's Alliance.

Philip B. Taub
Board Chairman, Granite State Children's Alliance

STATE OF NEW HAMPSHIRE

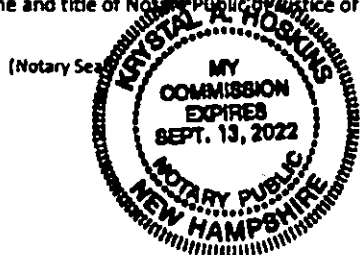
County of Hillsborough

The forgoing instrument was acknowledged before me on April 2, 2018 by Philip B. Taub.

Krystal A. Hoskins
Signature of Notary Public of Justice of the Peace

Krystal A. Hoskins Notary Public
Name and title of Notary Public of Justice of the Peace

Commission Expires September 13, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (AG No. Ext): 603-882-2766 FAX (AG No.): 603-886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED Granite State Children's Alliance 2 Wellman Ave, Suite 140 Nashua NH 03060	CHIA01	CERTIFICATE NUMBER: 1701860927	REVISION NUMBER:
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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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		S2333435	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		S2333435	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		S2333435	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC9058673	3/1/2018	3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information: Coverage for NH; no excluded officers. Additional insured status applies when required by written contract per Selective Insurance GL ElitePac Endorsement CG7300 (1/16).

CERTIFICATE HOLDER For Informational Purposes only c/o Granite State Children's Alliance 2 Wellman Ave, Suite 140 Nashua NH 03064	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
--	--

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE STATE CHILDREN'S ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 24, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 456237

Certificate Number : 0004071879



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248467579
Sep. 28, 2012 LTR 4168C E0
74-3186259 000000 00

00025570

BODC: TE

THE GRANITE STATE CHILDRENS
ALLIANCE

% KRISTIE L PALESTINO
2 WELLMAN AVE STE 140
NASHUA NH 03064-1463

011031

Employer Identification Number: 74-3186259
Person to Contact: Mr Gerding
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 19, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 2006.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248467579
Sep. 28, 2012 LTR 4168C E0
74-3186259 000000 00
00025571

THE GRANITE STATE CHILDRENS
ALLIANCE
X KRISTIE L PALESTINO
2 WELLMAN AVE STE 140
NASHUA NH 03064-1463

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,

Richard McKee

Richard McKee, Department Manager
Accounts Management Operations

EEOP Reporting

I, Masha Noyes [responsible official], certify that
Granite State Children's Alliance [recipient] has completed the EEO reporting tool certification
form at: https://oip.gov/about/ocr/faq_eeop.htm on 03/28/18 [Date]

I further certify that:
The Granite State Children's Alliance (GSCA) [recipient] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: 

Date: 03/29/18

Joy Barrett

From: Meghan Noyes
Sent: Wednesday, March 28, 2018 1:32 PM
To: Joy Barrett
Subject: FW: Received Certification

Good Afternoon,

Below is receipt of the EEOP Certification for the VOCA grant.

Thank you!
Director of Program Services
Granite State Children's Alliance
95 Water Street
Laconia, NH 03246
Phone: (603) 524-5497
Fax: (603) 524-3758
Know&Tell - autosignature

Learn more at our website: www.KNOWandTELL.org
Like us on Facebook: www.facebook.com/GSCANH

IMPORTANT NOTICE REGARDING THIS MESSAGE

This message is intended for the use of the person to whom it is addressed and may contain information that is privileged, confidential, and protected from disclosure under applicable law. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this communication in error, please delete the message and notify the sender so that we may correct our records

From: DoNotReply@ocr-eeop.ncjrs.gov [DoNotReply@ocr-eeop.ncjrs.gov]
Sent: Wednesday, March 28, 2018 1:31 PM
To: Meghan Noyes
Subject: Received Certification

Hello mnoyes@cac-nh.org;
Your EEOP certification has been submitted successfully.
Thank You.

The Granite State Children's Alliance
Board of Directors – Fiscal Year 2017/2018
Revised 2/2018

Attorney Philip Taub, Esq.
Chairman of the Board
Nixon Peabody, LLP
900 Elm Street #1400, Manchester NH 03101
Work Phone: 628-4000
ptaub@nixonpeabody.com

Joseph "Tate" Curti
Immediate Past Chairman
Southern New Hampshire Medical Center
8 Prospect Street
Nashua, NH 03060
Work Phone 603.281-8872
Tate.Curti@snhhs.org

Andy Crews
Vice-Chairman of the Board
Auto Fair
Home: [REDACTED]
Work Phone: 634-1090
acrews@autofair.com

Lieutenant Nicole Ledoux
Secretary
Manchester Police Department
405 Valley Street, Manchester NH 03103
Home: [REDACTED]
Work phone: 792-5546
nledoux@manchesternh.gov

Chris Hodgdon
Comcast
54 Regional Drive
Concord NH 03301
Work Phone: 224-1871 ext. 201
Cell Phone: [REDACTED]

Brad Russ
Internet Crimes Against Children
[REDACTED]
Work Phone: 862-7031
[REDACTED]

Stephen Langan
Fidelity Management and Research Company
One Spartan Way – TS2J
Merrimack, NH 03054
Work Phone: 791-5556
[REDACTED]

Stephen.langan@fmr.com

Cathy Brittis
The CAC of Grafton / Sullivan County at DHMC
One Medical Drive
Lebanon, NH 03756
Work Phone: 653-9012
[REDACTED]

Cathy.b.bean@hitchcock.org

Dr. Adrian Thomas, MD
New Hampshire NeuroSpine Institute
4 Hawthorn Drive Bedford NH 03110
Home: [REDACTED]
Work phone: 472-8888
AdrianThomasMD@gmail.com

Richard C. Tracy – Board member since 5/2015
NH Dept. Of Justice – Attorney General's Office
33 Capitol Street, Concord NH 03301
Home: [REDACTED]
Work phone: 603-271-1253
dicktracy1958@gmail.com
Richard.c.tracy@doj.nh.gov

Nick E. Abramson, Esq. – Board member since 9/2017
Abramson, Brown & Dugan, PA
1819 Elm Street
Manchester, NH 03104
Work Phone: (603) 647-0300
Cell: ([REDACTED])
[REDACTED]

Boyle
2/22/2018

**Deputy Chief Denis Linehan – Board member
since 10/2017**

Nashua Police Department

Bedford, NH 03110

Work Phone: (603) 594-3500

Cell: [REDACTED]

linehand@nashuapd.com

**Marga Bessette – Board member since
10/2017**

WZID

Work Phone: (603) 669-5777

Cell: [REDACTED]

**Teresa Rhodes Rosenberger
Board member since 12/2017**

Devine Millimet

15 N. Main Street

Concord, NH 03301

Work Phone: (603) 410-1702

Home Phone:

trosenberger@devinemillimet.com

David Rotman

Board member since 1/2018

Merrimack County Attorney Office

4 Court Street

Concord, NH 03301

Work Phone: (603) 228-0529

Cell Phone: [REDACTED]

drotman@mcaq.net

Dr. Jonathan Greenblatt, MD

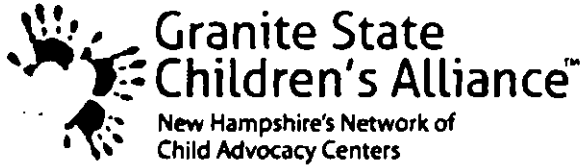
Board member since 2/2018

Elliott Hospital Cardiovascular Consultants

Work Phone: (603) 667-8540

Cell Phone: [REDACTED]

a
3/27/2018



Key Personnel
2019-2020

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

Name	Title	Annual Salary
Joy Barrett	Chief Executive Officer	\$100,000.00

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

Meghan Noyes	Director of Program Services	\$59,680.00
---------------------	-------------------------------------	--------------------

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

[Handwritten signature]
3/27/2020

Joy Barrett

Cell: [REDACTED]

Email: [REDACTED]

Home: [REDACTED]

COMMUNITY/CIVIC ACTIVITY

NH State Youth Council

- Appointed member 2012 - present

Nashua Education Foundation

- Board of Directors 2010 - present

Hunt Memorial Building

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

CBM Cares

- Board of Directors 2010 - present

Big Brothers Big Sisters

- Big Sister 2009 - present

Great American Downtown, Nashua

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

Greater Nashua Asset Building Coalition - 2004-2006

NH EITC Alliance, Concord NH

- Coalition Member 2005 - 2006

Nashua North Cal Ripken

- Baseball Coach 2003 - 2006

City Arts Nashua

- Organization Committee 2005

Destination Downtown, Nashua

- Winter Holiday Stroll Chairperson 2001-2003
- Fundraising Committee

AWARDS/HONORS

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

PROFESSIONAL EXPERIENCE

Granite State Children's Alliance

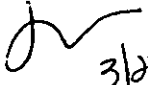
July 2014 to present

Nashua, New Hampshire

Executive Director

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

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


3/27/2012




Joy Barrett

Evident by her leadership at the Granite State Children's Alliance (GSCA), improving the lives of children is what motivates Joy. In her position as Chief Executive Officer of GSCA, she feels it is a privilege to work on behalf of children and be part of a dedicated effort to break the cycle of child abuse and improve the well being of our most vulnerable children. In her role at GSCA she provides direct leadership and support for the four Child Advocacy Centers (CAC) located in Belknap, Cheshire and Hillsborough Counties. Joy also serves as the NH Chapter representative of the National Children's Alliance (NCA), providing technical assistance, training, and organizational resources to the network of CACs throughout New Hampshire.

Joy is actively engaged on several boards and committees. These include the NH State Youth Council, the Attorney General's Task Force (executive committee), the SANE (sexual assault nurse examiners) Advisory Board, the Child Fatality Review Commission, The Oversight Commission for the Office of the Child Advocate, the Human Trafficking Task Force, the Nashua Education Foundation and has been a Big Sister to Aysha in the Big Brothers Big Sisters program since 2009. Joy also demonstrates a strong commitment to her home community by volunteering with many local organizations for the betterment of the greater Nashua area.

She has spent most of her professional career working in non-profit organizations, including her responsibilities as Chief Executive Officer of Big Brothers Big Sisters of Greater Nashua and Greater Salem and coordinator of the Economic Opportunity Center, a program of Southern NH Services.

Growing up in Long Island, New York Joy later relocated to Boston, MA where she attended Northeastern University from 1984 to 1987, then transferred to Marist College in Poughkeepsie, NY where she earned a Bachelor of Science/Business Administration degree with a major in marketing. Joy has lived in Nashua for the last 29 years where she raised three wonderful children; Courtney, Brendan and CJ.


3/24/2012

Joy Barrett

Big Brothers Big Sisters of Greater Nashua & Greater Salem

January 2007 to June 2014

Nashua, New Hampshire

Chief Executive Officer

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

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

Southern New Hampshire Services, Inc., April 2004 to December 2007

Economic Opportunity Center

Nashua, New Hampshire

Program Coordinator

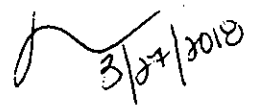
Provided development, coordination, and collaboration for the various programs of the Economic Opportunity Center (EOC). The EOC was developed to assist Nashua area residents with greater economic opportunities thereby helping them to achieve self sufficiency, financial independence, and an enhanced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

EDUCATION & CERTIFICATIONS

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

COMPUTER APPLICATION EXPERIENCE

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


3/27/2018

Meghan Elizabeth Noyes

Contact: ([REDACTED])
mnoyes@cac-nh.org (work)
[REDACTED] (personal)

Educational Experience

- 2017-Present Southern New Hampshire University
Manchester, NH
MBA Concentration Criminal Justice


- 2006 Plymouth State University
Plymouth, NH
BA Criminal Justice
Co-Chair Alpha Phi Sigma Honor Society

- 2004 McIntosh College
Dover, NH
Associates in Criminal Justice
Excellence in Criminal Justice Award

Professional Experience

- 2007-Present Granite State Children's Alliance
Director of Program Services

Conducted over 1000 forensic interviews of children ages two to eighteen who are victims and/or witnesses to crime; Utilize appropriate interview methods based on assessing each child's individual ability and development and develop questions to best elicit information with consideration to child trauma and its effect on memory; Educate and guide the investigative team and prosecutors on child interviewing techniques and best practices for legally defensible child forensic interviews; facilitate pre and post interview meetings with parents with regard to the child forensic interview process and its outcomes; Manage day to day scheduling and coordination of forensic interviews to be conducted on site; provide families with education on child abuse and its effects as well as connect to community resources, medical and mental health referrals; provide testimony as requested in criminal proceedings; provide stakeholders and various community agencies with education on child abuse and neglect; maintaining and updating case files and confidential a database; supervise direct service staff at the Laconia, Keene, Manchester and Nashua sites; responsible for maintenance of national accreditation standards for the Granite State Children's Alliance; develop funding strategies/grant-writing.


3/27/2018

2016-Present **Belknap County Sherriff's Department**
Special Deputy

Responsible for delivery of criminal and civil paperwork; transport of prisoners; responding to non-emergency calls for service; enforcing local and state laws; and provide effective and efficient problem-solving techniques using a collaborative, team approach.

2008-2016 **Plymouth State University Police Department**
Part-time Patrol Officer

Perform campus-oriented policing law enforcement concerned with protecting the lives and property of the general public; enforcement of policies, rules and regulations of the University System of New Hampshire and Plymouth State University, as well as federal, state, and local laws and ordinances; responsible for identifying, enforcing and investigating criminal acts on the campus of Plymouth State University, enforcing campus parking regulations and ticketing violators of parking regulations on campus; crisis intervention; provide VIP protection for various activities on the Campus property; proactively engage with university students and campus community members.

2006-2007 **Laconia Police Department**
Community Resource Officer

Responsible for responding to non-emergency calls for service; enforcing city parking violations; assist in animal control calls for service; acting as a liaison between the police department and senior care centers in the city of Laconia; attendance at various community events.

Internships

2005-2006 **Laconia Police Department**
Patrol Officer/intern

Direct observation of daily patrol procedures; exposure to the arresting and booking of offenders; writing and issuing summons; service of subpoenas; AFIS/ IMC system introductions; observation of responding to emergency calls for service; attendance court proceedings; participation in on-site training classes.

Relevant Trainings

2017 **The American Professional Society on the Abuse of Children (APSAC) Summit**
"Emerging Issues in Child Abuse Cases," –MDT Training, Bedford NH
NH Attorney General's Conference

J
3/24/2020

- 2016 NH SART Conference: (NH SART Initiative, NH Department of Justice, and the NH Attorney General's Office)
NH Attorney General's Conference on Child Abuse and Neglect
CSEC (Commercial Sexual Exploitation of Children) Interview Training
NH Child Advocacy Center Summit
- 2015 NH SART Conference: Criminal Justice System's Response to Campus Sexual Assaults (NH SART Initiative, NH Department of Justice, and the NH Attorney General's Office)
NH Attorney General's Conference on Child Abuse and Neglect
NH Child Advocacy Center Summit
Advanced Forensic Interview Training
- 2014 NH Attorney General's Conference on Child Abuse and Neglect
NH Child Advocacy Center Summit
- 2013 NH Attorney General's Conference on Child Abuse and Neglect
Shield Our Children from Harm Conference
- 2012 NH Attorney General's Conference on Child Abuse and Neglect
Shield Our Children from Harm Conference
- 2011 NH Attorney General's Conference on Child Abuse and Neglect
Extended Forensic Interview Training-National Child Advocacy Center
- 2010 Responding to Victims with Disabilities hosted by the US Attorney's Office, US Marshals Service & NH Attorney General's Office
NH Attorney General's Conference on Child Abuse and Neglect
- 2009 National Children's Alliance Accreditation Bootcamp
NH Attorney General's Conference on Child Abuse and Neglect
- 2008 NH Attorney General's Conference on Child Abuse and Neglect
NH Police Standards and Training Council: Part-time Academy (200 hrs)
Stewards of Children Child Abuse Prevention Facilitator Training
National Child Advocacy Center MDT Academy
Advanced Forensic Interview (3) Day Training
- 2007 NH Attorney General's Conference on Child Abuse and Neglect
Forensic Interview Training (5) day: National Child Advocacy Center

References

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3/28/2018

THE GRANITE STATE CHILDREN'S ALLIANCE

Financial Statements

For The Years Ended June 30, 2017 and 2016

3/27/2019



P.A., Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Granite State Children's Alliance
Nashua, New Hampshire

We have audited the accompanying financial statements of The Granite State Children's Alliance (a non-profit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Granite State Children's Alliance as of June 30, 2017 and 2016, 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.

Report of Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Child Advocacy Centers by Location on page 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

February 8, 2018



THE GRANITE STATE CHILDREN'S ALLIANCE
STATEMENTS OF FINANCIAL POSITION
June 30, 2017 and 2016

ASSETS	<u>2017</u>	<u>2016</u>
<u>CURRENT ASSETS</u>		
Cash	\$ 511,073	\$ 341,057
Investments	14,925	16,560
Accounts receivable	86,100	90,784
Promises to give	335,093	85,500
Prepaid expenses	<u>16,162</u>	<u>9,144</u>
	<u>963,353</u>	<u>543,045</u>
<u>PROPERTY & EQUIPMENT</u>		
Furniture and office equipment	56,358	39,352
Buildings and improvements	156,970	-
Leasehold improvements	<u>9,034</u>	<u>9,034</u>
	222,362	48,386
Less accumulated depreciation	<u>(41,358)</u>	<u>(32,240)</u>
	<u>181,004</u>	<u>16,146</u>
<u>OTHER ASSETS</u>		
Security deposits	<u>1,800</u>	<u>1,000</u>
	<u>\$ 1,146,157</u>	<u>\$ 560,191</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Line of credit	\$ 125,000	\$ -
Accounts payable and accrued expenses	29,105	18,893
Accrued payroll	<u>34,908</u>	<u>22,794</u>
	<u>189,013</u>	<u>41,687</u>
<u>NET ASSETS</u>		
Unrestricted	821,114	448,171
Temporarily restricted	<u>136,030</u>	<u>70,333</u>
	<u>957,144</u>	<u>518,504</u>
	<u>\$ 1,146,157</u>	<u>\$ 560,191</u>

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

THE GRANITE STATE CHILDREN'S ALLIANCE
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Years Ended June 30, 2017 and 2016

	2017			2016		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
<u>SUPPORT AND REVENUES</u>						
Contributions	\$ 452,510	\$ 267,500	720,010	\$ 235,287	\$ 43,333	\$ 278,620
Special events	220,563	-	220,563	320,823	-	320,823
Less: Cost of direct benefit to donors	(37,682)	-	(37,682)	(31,905)	-	(31,905)
State of New Hampshire	337,000	-	337,000	162,451	-	162,451
City & towns	83,450	-	83,450	69,397	-	69,397
National Children's Alliance	86,050	28,000	114,050	91,893	27,000	118,893
In-kind contributions	54,069	-	54,069	29,243	-	29,243
Investment income	(1,507)	-	(1,507)	(3,715)	-	(3,715)
Net assets released from restrictions:						
Satisfaction of purpose	176,970	(176,970)	-	-	-	-
Satisfaction of time restrictions	52,833	(52,833)	-	60,791	(60,791)	-
Total Support and Revenues	<u>1,424,256</u>	<u>65,697</u>	<u>1,489,953</u>	<u>934,265</u>	<u>9,542</u>	<u>943,807</u>
<u>EXPENSES</u>						
Program expenses:						
Statewide Education & Outreach	41,917	-	41,917	86,146	-	86,146
Child Advocacy Centers	595,179	-	595,179	458,135	-	458,135
Supporting services:						
Management & general	271,687	-	271,687	128,969	-	128,969
Fundraising	142,530	-	142,530	153,569	-	153,569
Total Expenses	<u>1,051,313</u>	<u>-</u>	<u>1,051,313</u>	<u>826,819</u>	<u>-</u>	<u>826,819</u>
Change in net assets	372,943	65,697	438,640	107,446	9,542	116,988
NET ASSETS, Beginning of Year	<u>448,171</u>	<u>70,333</u>	<u>518,504</u>	<u>340,725</u>	<u>60,791</u>	<u>401,516</u>
NET ASSETS, End of Year	<u>\$ 821,114</u>	<u>\$ 136,030</u>	<u>\$ 957,144</u>	<u>\$ 448,171</u>	<u>\$ 70,333</u>	<u>\$ 518,504</u>

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

THE GRANITE STATE CHILDREN'S ALLIANCE
STATEMENTS OF FUNCTIONAL EXPENSES
For The Years Ended June 30, 2017 and 2016

	2017					2016				
	Statewide Education & Outreach	Child Advocacy Centers	Management & General	Fundraising	Total	Statewide Education & Outreach	Child Advocacy Centers	Management & General	Fundraising	Total
Payroll	\$ 22,368	\$ 351,339	\$ 134,111	\$ 75,310	\$ 583,128	\$ 45,995	\$ 221,850	\$ 58,455	\$ 82,189	\$ 408,489
Payroll taxes	1,978	31,066	11,858	6,659	51,561	4,022	19,401	5,112	7,186	35,721
Employee benefits	557	33,445	17,125	13,215	64,342	5,016	24,194	6,375	8,963	44,548
Payroll services	-	-	2,696	-	2,696	-	-	2,324	-	2,324
Office expense	2,678	26,109	2,406	2,406	33,599	2,919	23,335	1,458	1,457	29,169
Telephone	792	13,788	396	396	15,372	1,521	12,160	761	761	15,203
Bank charges	-	-	2,159	6,066	8,225	-	-	-	7,818	7,818
Fundraising supplies -	-	-	-	20,259	20,259	-	-	-	34,798	34,798
Dues & subscriptions	162	13,162	969	544	14,837	893	12,098	1,135	1,596	15,722
Rent	3,240	83,407	1,620	1,620	89,887	3,240	93,471	9,126	1,620	107,457
Meetings	-	84	4,406	-	4,490	-	-	6,164	-	6,164
Utilities	-	6,914	-	-	6,914	432	3,456	216	216	4,320
Maintenance & repairs	163	1,302	81	81	1,627	359	2,869	179	179	3,586
Travel	5,523	11,693	7,502	-	24,718	3,447	15,628	-	-	19,075
Subrecipient expense	-	2,500	-	-	2,500	-	7,833	-	-	7,833
Professional fees	-	3,306	69,176	-	72,482	-	200	31,754	-	31,954
Subcontract fees	-	50	-	-	50	-	6,750	-	-	6,750
Miscellaneous	-	381	-	-	381	-	-	513	-	513
Bad debt	-	-	-	800	800	-	-	-	1,300	1,300
Insurance	936	7,488	468	468	9,360	835	6,676	417	417	8,345
Staff development	-	3,237	13,506	-	16,743	343	4,894	-	-	5,237
Marketing	-	-	-	14,706	14,706	-	-	-	5,069	5,069
Educational materials	3,520	-	-	-	3,520	17,124	-	-	-	17,124
Total expenses before depreciation	41,917	589,271	268,479	142,530	1,042,197	86,146	454,815	123,989	153,569	818,519
Depreciation	-	5,908	3,208	-	9,116	-	3,320	4,980	-	8,300
Total expenses	\$ 41,917	\$ 595,179	\$ 271,687	\$ 142,530	\$ 1,051,313	\$ 86,146	\$ 458,135	\$ 128,969	\$ 153,569	\$ 826,819

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

THE GRANITE STATE CHILDREN'S ALLIANCE
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2017 and 2016

	2017	2016
Cash flows provided by (used in) operating activities		
Cash received as support and revenue	\$ 1,192,482	\$ 774,185
Cash paid to suppliers and employees	(972,819)	(752,863)
Interest received	128	57
	<u>219,791</u>	<u>21,379</u>
Cash flows provided by (used in) investing activities		
Purchase of building and equipment	(173,975)	(10,296)
Security deposit	(800)	1,200
	<u>(174,775)</u>	<u>(9,096)</u>
Cash flows provided by (used in) financing activities		
Proceeds from line of credit	125,000	-
	<u>170,016</u>	<u>12,283</u>
Net increase in cash and cash equivalents	170,016	12,283
Cash and cash equivalents at beginning of year	341,057	328,774
	<u>\$ 511,073</u>	<u>\$ 341,057</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Change in net assets	\$ 438,640	\$ 116,988
Depreciation	9,116	8,300
Donation of stock	-	(20,332)
Unrealized investment loss	1,635	3,772
Change in assets and liabilities		
(Increase) decrease in accounts receivable	4,684	(60,834)
(Increase) decrease in promises to give	(249,593)	(42,918)
(Increase) decrease in prepaid expenses	(7,018)	5,560
Increase (decrease) in accounts payable	10,212	3,902
Increase (decrease) in accrued payroll	12,115	6,941
	<u>\$ 219,791</u>	<u>\$ 21,379</u>

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

THE GRANITE STATE CHILDREN'S ALLIANCE
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Organization provides coordinated services through a multi-disciplinary team approach to expedite the investigation and prosecution of child abuse cases. It operates four of the Child Advocacy Centers in the state of New Hampshire. The Organization also provides state wide services of training, technical assistance and professional support to all New Hampshire Child Advocacy Centers, their boards of directors, partner agencies, and community members.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. There were no permanently restricted net assets at June 30, 2017 and 2016.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to

THE GRANITE STATE CHILDREN'S ALLIANCE
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Donated Services and Assets

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Reserve Method

The Organization uses the reserve method to account for bad debts for accounts receivable and promises to give. The reserve is based on prior years' experience and management's analysis of specific promises to give. A reserve for bad debt was not required for the years ended June 30, 2017 and 2016, respectively.

Property, Equipment and Depreciation

Property and equipment are recorded at cost (or fair market value if donated) and are depreciated using the straight-line method over estimated useful lives of three to seven years.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Organization's income tax filings are subject to audit by various taxing authorities. The Organization's open audit periods are 2013 through 2016. The

THE GRANITE STATE CHILDREN'S ALLIANCE
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

Organization believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Organization's policy to expense when paid any interest and penalties associated with its income tax obligations.

Functional Allocation of Expenses

The costs of providing the Organization's program and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program and supporting services benefited.

Statement of Cash Flows

The Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

NOTE B. UNCONDITIONAL PROMISES TO GIVE

Unconditional promises to give as of June 30, 2017 and 2016 are as follows:

	<u>2017</u>	<u>2016</u>
Grants	\$ 288,000	\$ 27,000
Event pledge	31,433	32,317
Other pledges	<u>15,660</u>	<u>26,183</u>
	<u>\$ 335,093</u>	<u>\$ 85,500</u>

THE GRANITE STATE CHILDREN'S ALLIANCE
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE C. CONCENTRATION OF RISK

The Organization maintained its bank accounts at one local bank. The balances at the bank are insured by the Federal Deposit Insurance Corporation up to \$250,000. Total uninsured balances at June 30, 2017 and 2016 were \$151,537 and \$91,057, respectively.

NOTE D. LINE OF CREDIT

The Organization obtained a \$125,000 line of credit in February 2017. Interest is payable monthly at the bank's index rate (4.25% at June 30, 2017). The line is secured by all assets of the Organization.

NOTE E. NET ASSETS TEMPORARILY RESTRICTED

Temporarily restricted net assets consist of the following:

	2017	2016
Purpose:		
Grants - operations	\$ 33,000	\$ 50,333
- property and equipment	103,030	20,000
	\$ 136,030	\$ 70,333

NOTE F. LEASES

The Organization currently leases office space in three locations. The Nashua office is leased pursuant to the terms of a two year lease agreement which expires on April 30, 2019, for a monthly charge of \$2,800. The Manchester office was leased through April 2016 at no charge. The lease has been extended on a month to month basis at no charge. The Keene office was occupied as a tenant at will for a monthly charge of \$1,600 through May 2017. In May 2017, a five year lease was signed for \$800 per month increasing in years four and five. The Laconia office was leased pursuant to the terms of a lease agreement which expired on October 31, 2016 for \$1,600 per month; the office was purchased in February 2017. The Organization is responsible for all repairs, maintenance and utilities for all facilities.

Minimum annual lease payments under the terms of noncancelable leases are as follows:

2018	\$ 43,200
2019	\$ 37,600
2020	\$ 9,600
2021	\$ 9,888
2022	\$ 10,185

THE GRANITE STATE CHILDREN'S ALLIANCE
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE G. CONTINGENT LIABILITIES

The Organization receives funds from various state, county, and city grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, the Organization might be required to repay the grantor's funds.

Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2017 and 2016, no provision has been made for these contingencies.

The Organization received funding totaling \$260,000 under a state grant from the Community Development Finance Authority (CDFA) for the purpose of acquiring the office facility in Laconia, New Hampshire. Under the terms of this grant, CDFA retains a mortgage on the Organization's Laconia, New Hampshire property for a period of ten years.

In the event that the property is sold to a third party without CDFA approval, the Organization is required to repay to CDFA an amount equal to the total funds disbursed by CDFA for the project, amortized over a ten year period.

Because the Organization does not plan to sell the property with the ten year period, no provision has been made for these contingencies.

NOTE H. RETIREMENT PLAN

The Organization has a 403(b) retirement plan. All employees are eligible to participate in the plan on their first day of employment as long as they work over 20 hours per week. The plan allows for employee contributions but does not provide for an Organization contribution.

NOTE I. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, and accounts payable approximated fair value as of June 30, 2017 and 2016, because of the relatively short maturity of these instruments.

THE GRANITE STATE CHILDREN'S ALLIANCE
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE J. INVESTMENTS

Investments are stated at fair value and consist of various publicly traded stocks as follows:

	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Appreciation/ (Depreciation)</u>
Publicly traded shares at June 30, 2017	\$ 20,332	\$ 14,925	\$ (5,407)
Publicly traded shares at June 30, 2016	\$ 20,332	\$ 16,560	\$ (3,772)

The following schedule summarizes the investment income for the years ended June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Interest	\$ 128	\$ 57
Unrealized loss	<u>(1,635)</u>	<u>(3,772)</u>
	<u>\$ (1,507)</u>	<u>\$ (3,715)</u>

NOTE K. FAIR VALUE INVESTMENTS

The Fair Value Measurements and Disclosures Topic of the codification defines fair value 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 and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The Organization assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the years ended June 30, 2017 and 2016, there were no such transfers.

THE GRANITE STATE CHILDREN'S ALLIANCE
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE K. FAIR VALUE INVESTMENTS (Continued)

For the years ended June 30, 2017 and 2016, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Investments

The fair value of investments is based upon the fair value of the assets held by the Organization.

The following tables present the Organization's fair value hierarchy for the investments as of June 30, 2017:

	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Investments	\$ 14,925	\$ 14,925	\$ -	\$ -

The following tables present the Organization's fair value hierarchy for the investments as of June 30, 2016:

	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Investments	\$ 16,560	\$ 16,560	\$ -	\$ -

NOTE L. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through February 8, 2018, the date that the financial statements were available to be issued.

NOTE M. RECLASSIFICATION

Certain data included in the June 30, 2016 financial statements has been reclassified to conform to the current year's presentation.

THE GRANITE STATE CHILDREN'S ALLIANCE
SCHEDULE OF CHILD ADVOCACY CENTERS BY LOCATION
For The Year Ended June 30, 2017

	Child Advocacy Center				
	Nashua	Keene	Laconia	Manchester	Total
Payroll	\$ 81,205	\$ 66,459	\$ 85,227	\$ 118,448	\$ 351,339
Payroll taxes	7,181	5,877	7,535	10,473	31,066
Employee benefits	9,683	10,414	6,665	6,683	33,445
Office expense	7,705	5,484	6,896	6,024	26,109
Telephone	4,913	1,911	2,304	4,660	13,788
Dues & subscriptions	3,743	3,636	3,771	2,012	13,162
Rent	25,920	19,200	13,565	24,722	83,407
Meetings	19	-	41	24	84
Utilities	-	-	1,577	5,337	6,914
Maintenance & repairs	325	325	325	327	1,302
Travel	2,130	1,923	5,429	2,211	11,693
Subrecipient expense	625	625	625	625	2,500
Professional fees	537	-	1,153	1,616	3,306
Subcontract fees	50	-	-	-	50
Miscellaneous	95	95	95	96	381
Insurance	1,872	1,872	1,872	1,872	7,488
Staff development	2,226	-	69	942	3,237
Total expenses before depreciation and administrative expenses	148,229	117,821	137,149	186,072	589,271
Depreciation	802	802	3,502	802	5,908
	149,031	118,623	140,651	186,874	595,179
Administrative expenses	51,936	41,338	49,016	65,121	207,411
Total expenses	\$ 200,967	\$ 159,961	\$ 189,667	\$ 251,995	\$ 802,590

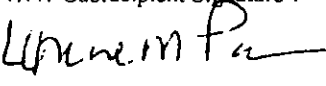

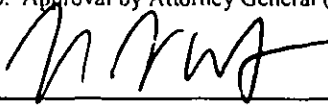
See Independent Auditors' Report

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name New Hampshire Legal Assistance		1.4. Subrecipient Address 117 North State Street, Concord, NH 03301	
1.5 Subrecipient Phone # (603) 206-2226	1.6. Account Number 09-20-20 2015 10- 5021-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 600,000.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Lyone M Parker Executive Director	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable	
1.13. Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> on <u>4/2/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  BRENDA G. KIRK, Notary Public State of New Hampshire Commission Expires September 17, 2019			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>Brenda G. Kirk</u>			
1.14. State Agency Signature(s) <u>Kathleen Carr</u>		1.15. Name & Title of State Agency Signor(s) <u>Kathleen Carr, Director of Administration</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>4/10/18</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u> / / </u>			

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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), 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 B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

cmf
Date: 4/2/15

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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
- 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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 Subrecipient.

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

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

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

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

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

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Legal Assistance as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section I.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$600,000 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials LMP
Date 4/2/18

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials LmP
Date 4/2/14

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;

iii. Section 504 of the Rehabilitation Act of 1973, as amended;

iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);

specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient

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

viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials LMF
Date 4/2/18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials LMP
Date 4/2/15

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials LMP

Date 4/2/18

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials LMP
Date 4/2/12

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.

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

Subrecipient Initials LMIP
Date 4/2/18

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials LMF

Date 4/2/18

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials LmP
Date 4/2/15

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials LMP
Date 4/2/18

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials LMP
Date 4/2/18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials LMP
Date 4/2/18

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials LMP

Date 4/2/15

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials LMP
Date 4/2/18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Lynne M Parker, Executive Director
Name and Title of Head of Agency

Lynne M Parker
Signature

7/2/18
Date

New Hampshire Legal Assistance
117 North State Street Concord NH 03301
Name and Address of Agency

Subrecipient Initials LMP

Date 7/2/18

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Lynne M Parker, Executive Director

Name and Title of Authorized Representative

Lynne M Parker

4/21/18

Signature

Date

NH Legal Assistance, 117 North State St. Concord NH 03301

Name and Address of Agency

Name and Address of Agency

Subrecipient Initials LMP

Date 4/21/18

CERTIFICATE OF VOTE

I, Samantha Elliott, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Legal Assistance
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/18/2017:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2nd day of April, 2018.
(Date Contract Signed)

4. Lynne M. Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

S. Elliott
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 2nd day of June, 2018.

By Samantha Elliott
(Name of Elected Officer of the Agency)

Rhonda E. Davignon
(Notary Public/Justice of the Peace)

(NOTARY SEAL) **RHONDA E. DAVIGNON, Notary Public**
State of New Hampshire
My Commission Expires January 27, 2021

Commission Expires: _____

State of New Hampshire

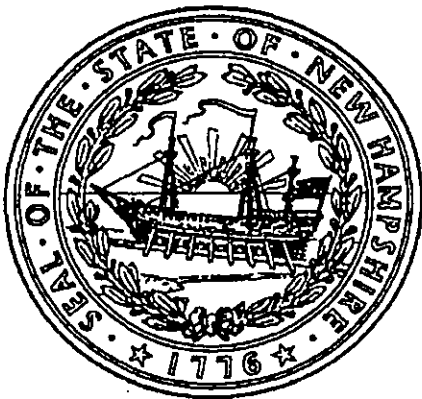
Department of State

CERTIFICATE

I, William M. Gardner, 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: 0004082521



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459779
June 11, 2008 LTR 4168C E0
02-0300897 000000 00 000
00026861
BODC: TE

NEW HAMPSHIRE LEGAL ASSISTANCE
117 N STATE ST
CONCORD NH 03301-4407170



017451

Employer Identification Number: 02-0300897
Person to Contact: MS. LEWIS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of June 02, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in SEPTEMBER 1971, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

LMP
4/2/18

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 applicant 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 grantee 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 (Applicant) certifies that any funds awarded through grant number 5021-072-500575 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 (Applicant) 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: Lynne M Parker, Executive Director

Signature: Lynne M Parker

Date: 4/2/19

NEW HAMPSHIRE LEGAL ASSISTANCE

Board of Directors

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 8, 2017

Be it resolved that the Executive Director of New Hampshire Legal Assistance (NHLA) and/or her designee is authorized to seek and apply for funds from:

Endowment for Health,

Local Community Development Offices,

New Hampshire Bar Foundation (IOLTA and other),

New Hampshire Charitable Foundation and affiliated foundations and funds,

New Hampshire Bureau of Elderly and Adult Services,

New Hampshire Department of Health and Human Services,

New Hampshire Housing Finance Authority,

New Hampshire Department of Justice,

New Hampshire Legislature (for renewal and possible expansion of NHLA's state appropriation),

Administration on Aging,

U.S. Department of Housing and Urban Development,

U. S. Department of Justice,

United Ways,

and is further authorized to apply for other public and private grants, contracts, and awards, and donations, for civil legal services to the poor, to be used for general revenues and for special projects, and is further authorized to execute such documents as necessary to accept such funds in the name of New Hampshire Legal Assistance.

This resolution shall remain in effect through December 31, 2018.

Adopted by the Board of Directors

November 8, 2017

LMP
4/2/18

NEW HAMPSHIRE LEGAL ASSISTANCE
 2018 VOCA Award
Key Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
7 Year New Hire	Project Attorney	\$68,258	.74%	\$50,511
10 Year New Hire	Project Attorney	\$75,717	100.00%	\$75,717
Erin Jasina	Project Director	\$61,347	.08%	\$ 4,908
10 Year New Hire	Staff Paralegal	\$53,344	100.00%	\$53,344
Support Staff	Secretary	\$63,579	.38%	\$24,033

8/12/18
 LMP
 JWA

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2017 (revised 12-5-2017)

KILE ADUMENE (Secretary)	Manchester Community Health Center	145 Hollis St., Manchester, NH 03101	603-820-2121	[REDACTED]
(GEORGE DANA BISBEE, Esq.) (VP-LARC) LARC Board only	Devine, Millimet & Branch	111 Amherst Street Manchester, NH 03101	603-669-1000	dbisbee@devinemillimet.com
DEBORAH BUTLER, CPA	Deborah Butler, CPA 1911 Office	[REDACTED], [REDACTED] 03431	603-352-2448	dbutler@mcmxi.com
WILLIAM L. CHAPMAN, Esq.	Orr & Reno PA	45 S. Main St., Suite 400, P.O. Box 3550 Concord, NH 03302-3550	603-224-2381	wchapman@orr-reno.com
MICHAEL DELANEY Esq.	McLane, Graf, Raulerson & Middleton PA	900 Elm St., P.O. Box 326 Manchester, NH 03105-0326	603-625-6464	michael.delaney@mcclane.com
SAMANTHA ELLIOTT, Esq. (Co-Chair)	Gallagher, Callahan & Gartrell, P.C.	214 North Main St., P. O. Box 1415 Concord, NH 03302-1415	603-228-1181	elliott@gcgclaw.com
ELIZABETH GREENWOOD		[REDACTED]	[REDACTED]	[REDACTED]
DOUGLAS P. HILL, Esq.		[REDACTED]	[REDACTED]	[REDACTED]
QUINN KELLY, Esq. (Treasurer)	Boyle, Shaughnessy & Campo PC	650 Elm Street, Suite 303 Manchester, NH 03101	603-668-6216	QKelley@bsctrialattorneys.com
MICHAEL S. LEWIS, Esq.	Rath, Young & Pignatelli, PC	One Capital Plaza, P.O. Box 1500 Concord, NH 03302-1500	603-226-2600	msl@rathlaw.com
JOHN J. PELLETIER, SR.		[REDACTED]	[REDACTED]	[REDACTED]
ANNE PHILLIPS (VP)	NH Charitable Foundation	37 Pleasant Street, Concord, NH 03301	603-225-6641 x 1232	ap@nhcf.org
DEBORAH KANE REIN, Esq. (Co-Chair)	Hess Gehris Solutions	95 N. State Street, Concord, NH 03301	603-724-5081	deborah@hessgehris.com

4/2/18
LMP

Erin P. Jasina

• Email: ejasina@nhla.org

WORK EXPERIENCE

NEW HAMPSHIRE LEGAL ASSISTANCE (NHILA)

Domestic Violence Advocacy Project Director

October 2017-present

- Responsible for training, mentoring, and supervising project staff, including seven attorneys, one paralegal, and one administrative manager
- Prepare Federal and State grant progress reports on an annual, biannual, and quarterly basis
- Serve as point person for media and general public inquiries related to domestic violence and family law issues
- Facilitate quarterly meetings of the Domestic Violence Advisory Council made up of project partners and other key community stakeholders

Domestic Violence Advocacy Project Co-Director

December 2014-October 2017

Paralegal Advocate, Domestic Violence Advocacy Project

January 2008-present

- Assist attorneys in the representation of domestic violence victims/survivors in family law related matters, including divorce, parental rights & responsibilities, child support, and termination of parental rights
- Provide counsel & advice, under the supervision of project attorneys, to clients of the Strafford County Family Justice Center.
- Coordinate with domestic violence crisis centers statewide to locate attorneys within NHILA to represent clients at final domestic violence protective order hearings
- Coordinate statewide DVAP referral process with crisis centers, NH Bar Association's Pro Bono Program, and the Legal Advice & Referral Center
- Assist attorneys with trial preparation by drafting court forms and pleadings, creating exhibit binders, and preparing financial affidavits
- Participate in the discovery process by obtaining and analyzing records from bank institutions and police departments, and drafting answers to interrogatories
- Maintain client contact and provide support throughout case process, including attendance at court hearings
- Train crisis center advocates on safe and effective parenting plans
- Provide advocacy to clients seeking emergency assistance from town local welfare offices
- Conduct legal research using Westlaw, the Internet, and public records

NEW HAMPSHIRE LEGAL ASSISTANCE

September 2013-present

Intern Coordinator

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005-December 2007

Paralegal, Elder Abuse Unit and White Collar Crime Unit, Criminal Division

- Responsible for the preparation and filing of motions, including answering discovery requests
- Acted as a contact for the public to report and ask questions regarding elder abuse
- Maintained statistics for all pending and disposed cases handled by the Elder Abuse Unit
- Participated in investigations of elder abuse
- Communicated with local and state law enforcement agencies throughout criminal proceedings
- Prepared presentations and assisted in the training of law enforcement personnel and elder advocates

LMP
4/2/18

Erin P. Jasina

il: erijasina@nhla.org

RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL

2005

Paralegal, Insurance Advocacy Unit, Civil Division

- Assisted with the preparation of insurance rate hearings, including tracking responses to all data requests, maintaining attorneys' files, and overseeing the production of trial binders
- Responsible for the preparation and filing of legal briefs
- Compared and reviewed proposed insurance laws and regulations

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Boston, MA

2004-2005

Legal Hiring Assistant

- Assisted in the hiring process of Summer Associates
- Responsible for arranging interviews of all prospective attorneys
- Represented firm at law school job fairs/receptions
- Prepared materials used by attorneys at weekly Hiring Committee Meeting and participated in the meetings
- Maintained firm-wide database of all attorney applicants
- Point of contact for attorneys regarding any HR related matters

DEBEVOISE & PLIMPTON LLP, Washington, DC

2003-2004

Legal Receptionist

- Handled all incoming calls from clients, attorneys, and the general public
- Assisted managing partner on special projects
- Maintained and arranged office space for attorneys, clients, and staff
- Organized office wide events, working with outside vendors and suppliers

EDUCATION

NORTHEASTERN UNIVERSITY, Boston, MA

January-March 2005

Paralegal Professional Certificate Program

THE CATHOLIC UNIVERSITY OF AMERICA, Washington, DC

1999-2003

B.A. Media Studies

- Overall G.P.A. - 3.76/4.0; Magna Cum Laude
- Phi Eta Sigma (Fall 2000 - Spring 2003)
- Highest Honor in Senior Comprehensive Exam

COMMITTEES AND SPECIAL TRAINING

- Member of the New Hampshire Family Mediator Certification Board since July 2015
- Served as Chair and NHLA's representative to the Strafford County Family Justice Center Advisory Council
- Attended the National Family Justice Center Alliance Conference (2011, 2012, 2014, 2016)
- Attend annual NH Statewide Conferences on Domestic and Sexual Violence and Stalking
- April of 2007- Attended the Courtroom Technology course given by the National District Attorneys Association at the National Advocacy Center in Columbia, SC. This four day course focused on using PowerPoint as a tool for case analysis and courtroom presentations.

COMPUTER SKILLS

- Proficient in Microsoft Word, Excel, PowerPoint, Westlaw, Lexis, FLAPS, and Web-based research

UMP
4/2/18

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2017 and 2016

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, 2017 and 2016

TABLE OF CONTENTS

	<u>Page(s)</u>
INDEPENDENT AUDITOR'S REPORT	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	5
NOTES TO FINANCIAL STATEMENTS	6-14
FEDERAL COMPLIANCE	
SCHEDULE:	
I Schedule of Expenditures of Federal Awards	15
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	16
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	17-18
Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance	19-20
Schedule of Findings and Questioned Costs	21-22
SUPPLEMENTAL SCHEDULES	
Schedules of Functional Expenses	23
Combining Statements of Financial Position	24-25
Combining Statements of Activities	26-27

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Legal Assistance, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc., which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Legal Assistance, Inc., as of December 31, 2017 and 2016, 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.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedules of functional expenses and the 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 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 information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2018, 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. The purpose of that report is 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 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.

Vachon Clukey & Company PC

Manchester, New Hampshire
March 30, 2018

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Financial Position
December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	\$ 1,258,104	\$ 1,428,475
Cash, restricted	29,610	50,494
Investments	2,378	2,283
Grants and contracts receivable	3,661,256	4,153,203
Contributions receivable	5,000	56,851
Prepaid expenses	32,690	25,429
Security deposits	13,850	13,850
TOTAL CURRENT ASSETS	<u>5,002,888</u>	<u>5,730,585</u>
NONCURRENT ASSETS:		
Contributions receivable		5,000
Land, building and equipment (net)	255,958	248,643
TOTAL NONCURRENT ASSETS	<u>255,958</u>	<u>253,643</u>
TOTAL ASSETS	<u>\$ 5,258,846</u>	<u>\$ 5,984,228</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 47,357	\$ 68,478
Accrued expenses	151,064	132,540
Deposits held for others	29,610	50,494
Current portion of note payable	11,000	11,000
TOTAL CURRENT LIABILITIES	<u>239,031</u>	<u>262,512</u>
NONCURRENT LIABILITIES:		
Note payable, less current portion	18,000	30,000
TOTAL NONCURRENT LIABILITIES	<u>18,000</u>	<u>30,000</u>
TOTAL LIABILITIES	<u>257,031</u>	<u>292,512</u>
NET ASSETS:		
Unrestricted:		
Board designated reserve	450,000	-
Undesignated	605,555	1,032,094
Temporarily restricted	3,946,260	4,659,622
TOTAL NET ASSETS	<u>5,001,815</u>	<u>5,691,716</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,258,846</u>	<u>\$ 5,984,228</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 281,458	\$ 249,083
Government grants and contracts	674,995	900,763
United Ways	70,308	96,823
Contributions - Foundations and Other	332,525	265,444
Contributions - Campaign for Legal Services	283,894	277,040
Case revenue	135,991	260,966
Investment income	1,278	1,000
Net assets released from restrictions	<u>2,124,482</u>	<u>1,506,116</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,904,931</u>	<u>3,557,235</u>
EXPENSES:		
Program services:		
Domestic violence project	577,525	168,677
Housing justice project	673,153	676,106
Senior law project	215,234	226,177
Youth law project	155,567	57,598
Other civil legal services	<u>1,591,643</u>	<u>1,646,241</u>
Total program services	<u>3,213,122</u>	<u>2,774,799</u>
Supporting services:		
Fund raising	225,601	169,397
Management and general	<u>442,747</u>	<u>601,905</u>
Total supporting services	<u>668,348</u>	<u>771,302</u>
TOTAL EXPENSES	<u>3,881,470</u>	<u>3,546,101</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>23,461</u>	<u>11,134</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	201,042	177,917
Government grants and contracts	785,403	3,275,103
United Ways	54,750	30,633
Contributions - Foundations and Other	363,925	550,176
Contributions - Campaign for Legal Services	6,000	14,637
Temporarily restricted net assets released from restrictions	<u>(2,124,482)</u>	<u>(1,506,116)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(713,362)</u>	<u>2,542,350</u>
CHANGE IN NET ASSETS	(689,901)	2,553,484
NET ASSETS - January 1	<u>5,691,716</u>	<u>3,138,232</u>
NET ASSETS - December 31	<u>\$ 5,001,815</u>	<u>\$ 5,691,716</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (689,901)	\$ 2,553,484
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	19,871	21,130
Unrealized losses in investments		7
Net effect of changes in:		
Grants and contracts receivable	491,947	(2,584,207)
Contributions receivable	56,851	(37,114)
Prepaid expenses	(7,261)	8,935
Accounts payable	(21,121)	27,569
Accrued expenses	18,524	5,513
Deposits held for others	<u>(20,884)</u>	<u>(58,712)</u>
Net cash used by operating activities	<u>(151,974)</u>	<u>(63,395)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(27,186)	(35,206)
Purchase of investments	<u>(95)</u>	<u></u>
Net cash used in investing activities	<u>(27,281)</u>	<u>(35,206)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on note payable	<u>(12,000)</u>	<u>(12,000)</u>
Net cash used for financing activities	<u>(12,000)</u>	<u>(12,000)</u>
NET DECREASE IN CASH AND EQUIVALENTS	(191,255)	(110,601)
CASH AND EQUIVALENTS - January 1	<u>1,478,969</u>	<u>1,589,570</u>
CASH AND EQUIVALENTS - December 31	<u>\$ 1,287,714</u>	<u>\$ 1,478,969</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2017 and 2016

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Legal Assistance, Inc. is a non-profit organization incorporated in 1971, with the mission to fulfill America's promise of equal justice by providing civil legal services to New Hampshire's poor, including education and empowerment, advice, representation, and advocacy for systemic change.

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 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 three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions. The Entity has no permanently restricted net assets.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2017</u>	<u>2016</u>
As presented on the Statements of Financial Position -		
Cash and equivalents	\$ 1,258,104	\$ 1,428,475
Cash, restricted	29,610	50,494
	<u>\$ 1,287,714</u>	<u>\$ 1,478,969</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

Investments

Investments, which consist of unit investment trusts, are stated at fair value at December 31, 2017 and 2016. Unrealized gains and losses on investments are reflected in the statements of activities.

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. Contributions receivable are collectible as follows:

<u>2017</u>	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>
Contributions receivable	\$ 14,449	\$ 14,449	\$ -
<u>2016</u>	<u>Total</u>	<u>0-1 Years</u>	<u>1-5 Years</u>
Contributions receivable	\$ 61,851	\$ 56,851	\$ 5,000

Land, Building and Equipment

Property and equipment is recorded at cost for purchased items and at acquisition value for donated items and is summarized as follows:

	<u>2017</u>	<u>2016</u>
Land	\$ 10,000	\$ 10,000
Building	474,993	447,807
Equipment	<u>224,209</u>	<u>224,209</u>
	709,202	682,016
Less: Accumulated Depreciation	<u>(453,244)</u>	<u>(433,373)</u>
	<u>\$ 255,958</u>	<u>\$ 248,643</u>

Depreciation is computed using the straight-line method over estimated three to ten-year lives for equipment, and seven to forty-year lives for the building and improvements. Expenditures for repairs and maintenance are expensed when incurred and betterments with a useful life in excess of two years are capitalized.

Depreciation expense for the years ending December 31, 2017 and 2016 was \$19,871 and \$21,130, 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.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

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. No allowance has been recorded as of December 31, 2017 and 2016, because management of the Entity believes that all outstanding receivables are fully collectible.

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.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying statements of activities. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked.

Fund Raising Activities

Fund raising expenses represent the allocated costs of the Campaign for Legal Services (See Note 14 below). Distributions of campaign donations to the Entity's campaign partner agencies have been included as fundraising expense because the Entity has an agreement to distribute these funds, which do not represent typical, out-of-pocket operating expenses of the Entity. Distributions of campaign donations for the year ended December 31, 2017 and 2016 totaled \$73,100 and \$69,300, respectively.

Donated Services

The Entity receives donated services from a variety of part-time volunteers 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 accompanying Statements of Activities. Donated services recognized as revenue and expenses in the Statements of Activities for the years ending December 31, 2017 and 2016 was \$101,691 and \$102,459, respectively.

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.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

NOTE 2--INVESTMENTS

Fair Value Measurements

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.

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 active markets;
- 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.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Unit Investment Trusts: Valued at the quoted liquidation price for similar assets or liabilities in active markets.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Entity's assets at fair value as of December 31, 2017 and 2016:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

Assets at Fair Value as of December 31, 2017				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Unit Investment Trusts		\$ 2,378		\$ 2,378
Total assets at fair value	\$ -	\$ 2,378	\$ -	\$ 2,378

Assets at Fair Value as of December 31, 2016				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Unit Investment Trusts		\$ 2,283		\$ 2,283
Total assets at fair value	\$ -	\$ 2,283	\$ -	\$ 2,283

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 2017 and 2016 are stated at fair value. Shares of the separate investment accounts are valued at liquidation prices, which represent the value per unit the Entity would receive if the Entity redeemed or sold the units at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investments consist of unit investment trusts which are carried at market value (adjusted annually). Realized and unrealized gains and losses are reflected in the statements of activities. Assets held in the investment accounts were as follows at December 31, 2017 and 2016:

	<u>Market Value 2017</u>	<u>Market Value 2016</u>
Unit Investment Trusts	\$ 2,378	\$ 2,283

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
State of New Hampshire and Federal - Departments and Agencies	\$ 2,699,780	\$ 3,453,279
Local Governments	54,417	49,446
New Hampshire Bar Foundation - IOLTA	241,250	213,500
United Way (various branches)	37,334	38,716
Foundations and Other	628,475	398,262
	<u>\$ 3,661,256</u>	<u>\$ 4,153,203</u>

NOTE 4--NOTE PAYABLE

Note payable at December 31, 2017 and 2016 consists of the following:

	<u>2017</u>	<u>2016</u>
Promissory note payable, maturing July 2020; payable in monthly installments of \$1,000	\$ 29,000	\$ 41,000

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

The Entity's note payable is a result of a legal settlement agreement reached in November 2012. The terms of the agreement require the Entity to make monthly payments of \$1,000, with no interest, through July 2020. In addition, as part of the settlement agreement, the holder of the promissory note will make annual payments of \$5,000 over a six-year period commencing April 30, 2013, to the Campaign for Legal Services.

Scheduled maturities of the note payable for the next three years are as follows:

Year Ended <u>December 31,</u>	<u>Amount</u>
2018	\$ 11,000
2019	12,000
2020	<u>6,000</u>
	<u>\$ 29,000</u>

NOTE 5—LINE OF CREDIT

The Entity has an available line of credit with its primary bank for up to \$500,000. No amounts have been drawn on the line of credit and there was no outstanding balance due as of December 31, 2017 and 2016.

NOTE 6—VACATION LEAVE

Full-time employees earn annual vacation leave as they provide services. Pursuant to Entity policy, full-time 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, 2017 and 2016 was \$95,207 and \$86,156, respectively, and has been included as part of the 'Accrued expenses' liability in the Statements of Financial Position.

NOTE 7—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, 2017 and 2016 the Entity's discretionary contribution was 2% of all employees' salaries. Contributions to the plan for the year ended December 31, 2017 and 2016 totaled \$114,975 and \$106,461, respectively.

NOTE 8—TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets whose use has been limited by donors as to purpose and/or a future time period consists of the following as of December 31, 2017 and 2016:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Civil legal services	\$ 1,087,160	\$ 846,050
Fair Housing legal services	835,672	1,269,069
Domestic violence legal services	358,447	583,054
Elderly and Adult legal services	348,895	305,188
Violence against women legal services	45,000	
Juveniles and Youth legal services	22,579	44,198
Human Services and Homeless legal services	28,334	24,844
Medical and Legal Collaboration	1,923	10,253
Environmental Justice Project	357,815	446,821
Victims of Crime legal services	807,206	1,066,210
Supervised Visitation legal services	47,229	49,298
Campaign for Legal Services	6,000	14,637
	<u>\$ 3,946,260</u>	<u>\$ 4,659,622</u>

NOTE 9--LEASE COMMITMENTS

The Entity leases its current Manchester, New Hampshire office building under an agreement that commenced October 1, 2014 and ends September 30, 2019. The Entity leases its Concord, New Hampshire office under an agreement that commenced November 19, 2014 and ends November 18, 2019. The terms of all of the Entity's leases contain a provision that allow the Entity to terminate the lease prior to the end of the lease term in the event of a funding reduction. Rental expense for leases was \$173,253 and \$167,650 for the years ended December 31, 2017 and 2016, respectively.

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

<u>Year Ended</u> <u>December 31,</u>	<u>Annual Lease</u> <u>Commitments</u>
2018	\$ 145,065
2019	122,272
	<u>\$ 267,337</u>

NOTE 10--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 has adopted FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity had no uncertain tax positions as of December 31, 2017 and, accordingly

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

NOTE 11--CASE REVENUE

The Entity receives a regular stream of case revenue from fees in Social Security and SSI disability cases. These fee awards must be approved by the Social Security Administration Administrative Law Judge. From time to time the Entity also receives larger attorney fee awards in individual and class action cases. These class action fee awards are episodic, and it is not possible to predict in advance their amounts or the dates they will be received.

NOTE 12--ECONOMIC DEPENDENCY

For the years ended December 31, 2017 and 2016, approximately 31% and 34%, respectively; of total unrestricted 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 13--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains bank deposits at financial institutions with local branches located in New Hampshire. The Entity's cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000 for all cash checking and sweep accounts. The Entity has entered into agreements with the financial institutions to move funds in excess of FDIC limits into insured cash sweep accounts. Funds held in the insured cash sweep accounts are placed into FDIC insured deposit accounts with other financial institutions throughout the United States. As of December 31, 2017, and 2016 the Entity's bank deposits were fully insured.

NOTE 14--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 the Legal Advice and Referral Center (LARC), 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, 2017 and 2016 the Campaign had total unrestricted revenue and support of \$298,536 and \$290,827, respectively, and total expenses excluding distributions of \$89,677 and \$92,827, respectively.

Distributions to the Campaign partners during the years ended December 31, 2017 and 2016 totaled \$208,859 and \$198,000, respectively. Distributions were allocated and made as follows for the years ended December 31, 2017 and 2016: the Entity received \$135,758 and \$128,700, respectively, and LARC received \$73,101 and \$69,300, respectively.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2017 and 2016

NOTE 15--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 16--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 30, 2018 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, 2017

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Federal Catalogue Number	Total Federal Expenditures	Passed Through to Subrecipients
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Pass Through Payments from the City of Manchester, New Hampshire Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	\$ 1,080	\$ -
Received directly from U.S. Treasury Department Fair Housing Initiatives Program #FPEI61013-01-01	14.408	309,765	-
Total Department of Housing and Urban Development		<u>310,845</u>	<u>-</u>
DEPARTMENT OF JUSTICE			
Pass Through Payments from the County of Strafford, New Hampshire Justice Systems Response to Families	16.021	2,069	-
Received directly from U.S. Treasury Department Legal Assistance for Victims #2016-WL-AX-0037	16.524	233,983	15,485
Pass Through Payments from New Hampshire Department of Justice Juvenile Justice and Delinquency Prevention #2016-WF-AX-0045	16.540	39,198	-
Crime Victim Assistance #2015-VA-GX-0007	16.575	259,003	50,293
Violence Against Women Formula Grants #2017W066	16.588	48,916	-
Total Department of Justice		<u>583,169</u>	<u>65,778</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Pass Through Payments from New Hampshire Bureau of Elderly and Adult Services Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers #0595484810107820000	93.044	120,295	-
Total Department of Health and Human Services		<u>120,295</u>	<u>-</u>
Total Expenditures of Federal Awards		<u>\$ 1,014,309</u>	<u>\$ 65,778</u>

See notes to schedule of expenditures of federal awards

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2017

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, 2017. 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 net assets, changes in net assets, or cash flows of New Hampshire Legal Assistance, Inc.

NOTE 2--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to New Hampshire Legal Assistance, Inc.'s financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursements.

NOTE 3--INDIRECT COST RATE

New Hampshire Legal Assistance, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the Entity's financial statements as program services and management and general expenses.

**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 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, 2017, 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 March 30, 2018.

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) to determine the 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 may exist that have not been identified.

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 determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Manchester, New Hampshire
March 30, 2018

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT 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

We have audited New Hampshire Legal Assistance, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of New Hampshire Legal Assistance, Inc.'s major federal programs for the year ended December 31, 2017. 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.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of New Hampshire Legal Assistance, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. 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)*. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Legal Assistance, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of New Hampshire Legal Assistance, Inc.'s compliance.

Opinion on Each Major Federal Program

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, 2017.

Report on Internal Control Over Compliance

Management of New Hampshire Legal Assistance, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Legal Assistance, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Legal Assistance, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.


Manchester, New Hampshire
March 30, 2018

**New Hampshire Legal Assistance, Inc.
 Schedule of Findings and Questioned Costs
 For the Year Ended December 31, 2017**

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: 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 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 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 programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
16.524	Legal Assistance for Victims
16.575	Crime Victim Assistance

Dollar threshold used to distinguish between Type A and Type B program: \$ 750,000

Auditee qualified as low-risk auditee? _____yes X 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.
Schedules of Functional Expenses
For the Years Ended December 31, 2017 and 2016

	December 31, 2017						Program Services			Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General		Total			
								General	Total				
Salaries	\$ 344,651	\$ 458,869	\$ 149,009	\$ 100,429	\$ 942,051	\$ 1,995,009	\$ 84,484	\$ 290,413	\$ 374,897	\$ 2,369,906			
Payroll taxes	24,478	33,858	10,573	7,367	77,843	154,119	6,452	23,060	29,512	183,631			
Employee benefits	48,281	70,408	22,092	15,220	171,269	327,270	10,900	47,641	58,541	385,811			
Space and occupancy	26,603	35,515	10,046	8,211	106,246	186,621	5,331	24,009	29,340	215,961			
Office supplies and expenses	4,760	8,296	2,108	3,462	20,786	39,412	14,440	5,071	19,511	58,923			
Postage	1,062	1,395	395	333	3,463	6,648	1,140	855	1,995	8,643			
Equipment rental and maintenance	2,648	3,524	1,000	813	9,214	17,199	491	2,213	2,704	19,903			
Communications	4,482	5,819	1,647	1,348	14,904	28,200	806	3,628	4,434	32,634			
Library	8,061	8,844	2,544	2,794	11,480	33,723	963	4,338	5,301	39,024			
Training and meetings	6,828	6,743	682	2,510	10,702	27,465	1,086	3,533	4,619	32,084			
Insurance	2,366	3,220	924	738	12,341	19,589	559	2,520	3,079	22,668			
Dues and fees	1,386	3,574	589	468	11,610	17,627	1,004	2,268	3,272	20,899			
Litigation expenses	18,371	2,672	1,061	5,572	5,619	33,295				33,295			
Temporaries/contract services	11,753	15,744	5,356	3,703	157,941	194,497	12,648	25,022	37,670	232,167			
Sub-Grants	59,086	5,665	4,050	88		68,889				68,889			
Travel	10,324	6,575	2,598	2,091	14,865	36,453	1,847	4,690	6,537	42,990			
Distributions to campaign partners							73,100		73,100	73,100			
Other expenses	2,385	2,432	560	420	4,138	9,935	9,859	1,277	11,136	21,071			
Depreciation					17,171	17,171	491	2,209	2,700	19,871			
Total Functional Expenses	\$ 577,525	\$ 673,153	\$ 215,234	\$ 155,567	\$ 1,591,643	\$ 3,213,122	\$ 225,601	\$ 442,747	\$ 668,348	\$ 3,881,470			

	December 31, 2016						Program Services			Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Youth Law Project	Other Civil Legal Services	Total	Fund Raising	Management and General		Total			
								General	Total				
Salaries	\$ 108,040	\$ 452,051	\$ 136,012	\$ 36,114	\$ 1,075,624	\$ 1,807,841	\$ 51,147	\$ 288,257	\$ 339,404	\$ 2,147,245			
Payroll taxes	8,265	34,582	10,405	2,763	86,169	142,184	4,061	22,889	26,950	169,134			
Employee benefits	20,333	82,169	25,270	5,714	188,161	321,647	9,100	51,286	60,386	382,033			
Space and occupancy	9,458	36,687	9,787	3,488	112,015	171,435	6,653	26,336	32,989	204,424			
Office supplies and expenses	1,458	6,571	2,246	465	19,899	30,639	8,698	5,817	14,515	45,154			
Postage	401	1,888	467	173	4,705	7,634	342	1,179	1,521	9,155			
Equipment rental and maintenance	1,053	3,577	1,034	389	10,464	16,517	641	2,537	3,178	19,695			
Communications	1,392	5,709	1,493	551	16,520	25,665	996	3,943	4,939	30,604			
Library	2,061	8,014	2,085	701	18,233	31,094	1,207	4,777	5,984	37,078			
Training and meetings	3,624	2,246	19,415	141	4,207	29,633	1,526	4,608	6,134	35,767			
Insurance	895	3,572	1,637	342	11,532	17,978	698	2,762	3,460	21,438			
Dues and fees	1,286	3,006	1,002	229	7,767	13,290	150	1,988	2,138	15,428			
Litigation expenses	2,440	12,580	4,260	835	6,199	26,314				26,314			
Temporaries/contract services	2,562	9,671	2,635	1,176	35,100	51,144	6,707	170,740	177,447	228,591			
Sub-Grants	2,414	2,414	5,000	2,233	4,547	14,194		2,099	2,099	16,293			
Travel	4,723	8,462	2,763	2,061	18,687	36,696	1,294	5,618	6,912	43,608			
Distributions to campaign partners							69,300		69,300	69,300			
Other expenses	686	2,907	666	223	9,297	13,779	6,877	3,054	9,931	23,710			
Depreciation					17,115	17,115		4,015	4,015	21,130			
Total Functional Expenses	\$ 168,677	\$ 676,106	\$ 226,177	\$ 57,598	\$ 1,646,241	\$ 2,774,799	\$ 169,397	\$ 601,905	\$ 771,302	\$ 3,546,101			

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2017

ASSETS	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CURRENT ASSETS:				
Cash and equivalents	\$ 1,140,027	\$ 118,077		\$ 1,258,104
Cash, restricted	29,610			29,610
Investments	2,378			2,378
Grants and contracts receivable	3,661,256			3,661,256
Contributions receivable	77,842	5,000	\$ (77,842)	5,000
Prepaid expenses	32,690			32,690
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	<u>4,957,653</u>	<u>123,077</u>	<u>(77,842)</u>	<u>5,002,888</u>
NONCURRENT ASSETS:				
Land, building and equipment (net)	255,958			255,958
TOTAL NONCURRENT ASSETS	<u>255,958</u>	<u>-</u>	<u>-</u>	<u>255,958</u>
TOTAL ASSETS	<u>\$ 5,213,611</u>	<u>\$ 123,077</u>	<u>\$ (77,842)</u>	<u>\$ 5,258,846</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 8,122	\$ 117,077	\$ (77,842)	\$ 47,357
Accrued expenses	151,064			151,064
Deposits held for others	29,610			29,610
Current portion of note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	<u>199,796</u>	<u>117,077</u>	<u>(77,842)</u>	<u>239,031</u>
NONCURRENT LIABILITIES:				
Note payable, less current portion	18,000			18,000
TOTAL NONCURRENT LIABILITIES	<u>18,000</u>	<u>-</u>	<u>-</u>	<u>18,000</u>
TOTAL LIABILITIES	<u>217,796</u>	<u>117,077</u>	<u>(77,842)</u>	<u>257,031</u>
NET ASSETS:				
Unrestricted	1,055,555			1,055,555
Temporarily restricted	3,940,260	6,000		3,946,260
TOTAL NET ASSETS	<u>4,995,815</u>	<u>6,000</u>	<u>-</u>	<u>5,001,815</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,213,611</u>	<u>\$ 123,077</u>	<u>\$ (77,842)</u>	<u>\$ 5,258,846</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2016

	<u>New Hampshire</u> <u>Legal Assistance</u>	<u>Campaign for</u> <u>Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	\$ 1,311,690	\$ 116,785		\$ 1,428,475
Cash, restricted	50,494			50,494
Investments	2,283			2,283
Grants and contracts receivable	4,153,203			4,153,203
Contributions receivable	114,712	56,851	\$ (114,712)	56,851
Prepaid expenses	25,429			25,429
Security deposits	13,850			13,850
TOTAL CURRENT ASSETS	<u>5,671,661</u>	<u>173,636</u>	<u>(114,712)</u>	<u>5,730,585</u>
NONCURRENT ASSETS:				
Contributions receivable		5,000		5,000
Land, building and equipment (net)	248,643			248,643
TOTAL NONCURRENT ASSETS	<u>248,643</u>	<u>5,000</u>	<u>-</u>	<u>253,643</u>
TOTAL ASSETS	<u>\$ 5,920,304</u>	<u>\$ 178,636</u>	<u>\$ (114,712)</u>	<u>\$ 5,984,228</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 19,191	\$ 163,999	\$ (114,712)	\$ 68,478
Accrued expenses	132,540			132,540
Deposits held for others	50,494			50,494
Current portion of note payable	11,000			11,000
TOTAL CURRENT LIABILITIES	<u>213,225</u>	<u>163,999</u>	<u>(114,712)</u>	<u>262,512</u>
NONCURRENT LIABILITIES:				
Note payable, less current portion	30,000			30,000
TOTAL NONCURRENT LIABILITIES	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>30,000</u>
TOTAL LIABILITIES	<u>243,225</u>	<u>163,999</u>	<u>(114,712)</u>	<u>292,512</u>
NET ASSETS:				
Unrestricted	1,032,094			1,032,094
Temporarily restricted	4,644,985	14,637		4,659,622
TOTAL NET ASSETS	<u>5,677,079</u>	<u>14,637</u>	<u>-</u>	<u>5,691,716</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,920,304</u>	<u>\$ 178,636</u>	<u>\$ (114,712)</u>	<u>\$ 5,984,228</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2017

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 281,458			\$ 281,458
Government grants and contracts	674,995			674,995
United Ways	70,308			70,308
Contributions - Foundations and Other	332,525			332,525
Contributions - Campaign for Legal Services	135,758	\$ 283,894	\$ (135,758)	283,894
Case revenue	135,991			135,991
Investment income	1,273	5		1,278
Net assets released from restrictions	<u>2,109,845</u>	<u>14,637</u>		<u>2,124,482</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,742,153</u>	<u>298,536</u>	<u>(135,758)</u>	<u>3,904,931</u>
EXPENSES:				
Program services:				
Domestic violence project	577,525			577,525
Housing justice project	673,153			673,153
Senior law project	215,234			215,234
Youth law project	155,567			155,567
Other civil legal services	<u>1,591,643</u>			<u>1,591,643</u>
Total program services	<u>3,213,122</u>	<u>-</u>	<u>-</u>	<u>3,213,122</u>
Supporting services:				
Fund raising	62,823	298,536	(135,758)	225,601
Management and general	<u>442,747</u>			<u>442,747</u>
Total supporting services	<u>505,570</u>	<u>298,536</u>	<u>(135,758)</u>	<u>668,348</u>
TOTAL EXPENSES	<u>3,718,692</u>	<u>298,536</u>	<u>(135,758)</u>	<u>3,881,470</u>
INCREASE IN UNRESTRICTED-NET ASSETS	<u>23,461</u>	<u>-</u>	<u>-</u>	<u>23,461</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSET				
New Hampshire Bar Foundation - IOLTA	201,042			201,042
Government grants and contracts	785,403			785,403
United Ways	54,750			54,750
Contributions - Foundations and Other	363,925			363,925
Contributions - Campaign for Legal Services		6,000		6,000
Temporarily restricted net assets released from restrictions	<u>(2,109,845)</u>	<u>(14,637)</u>		<u>(2,124,482)</u>
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>(704,725)</u>	<u>(8,637)</u>	<u>-</u>	<u>(713,362)</u>
CHANGE IN NET ASSETS	<u>(681,264)</u>	<u>(8,637)</u>	<u>-</u>	<u>(689,901)</u>
NET ASSETS - January 1	<u>5,677,079</u>	<u>14,637</u>	<u>-</u>	<u>5,691,716</u>
NET ASSETS - December 31	<u>\$ 4,995,815</u>	<u>\$ 6,000</u>	<u>\$ -</u>	<u>\$ 5,001,815</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Activities
For the Year Ended December 31, 2016

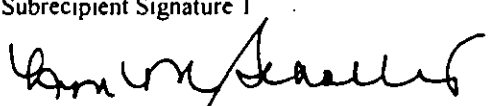
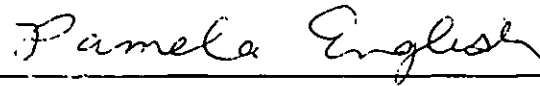
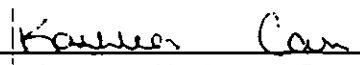

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS				
SUPPORT AND REVENUE:				
New Hampshire Bar Foundation - IOLTA	\$ 249,083			\$ 249,083
Government grants and contracts	900,763			900,763
United Ways	96,823			96,823
Contributions - Foundations and Other	265,444			265,444
Contributions - Campaign for Legal Services	128,700	\$ 277,040	\$ (128,700)	277,040
Case revenue	260,966			260,966
Investment income	990	10		1,000
Net assets released from restrictions	1,492,339	13,777		1,506,116
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,395,108</u>	<u>290,827</u>	<u>(128,700)</u>	<u>3,557,235</u>
EXPENSES:				
Program services:				
Domestic violence project	168,677			168,677
Housing justice project	676,106			676,106
Senior law project	226,177			226,177
Youth law project	57,598			57,598
Other civil legal services	1,646,241			1,646,241
Total program services	<u>2,774,799</u>	<u>-</u>	<u>-</u>	<u>2,774,799</u>
Supporting services:				
Fund raising	7,270	290,827	(128,700)	169,397
Management and general	601,905			601,905
Total supporting services	<u>609,175</u>	<u>290,827</u>	<u>(128,700)</u>	<u>771,302</u>
TOTAL EXPENSES	<u>3,383,974</u>	<u>290,827</u>	<u>(128,700)</u>	<u>3,546,101</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>11,134</u>	<u>-</u>	<u>-</u>	<u>11,134</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	177,917			177,917
Government grants and contracts	3,275,103			3,275,103
United Ways	30,633			30,633
Contributions - Foundations and Other	550,176			550,176
Contributions - Campaign for Legal Services		14,637		14,637
Temporarily restricted net assets released from restrictions	(1,492,339)	(13,777)		(1,506,116)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>2,541,490</u>	<u>860</u>	<u>-</u>	<u>2,542,350</u>
CHANGE IN NET ASSETS	<u>2,552,624</u>	<u>860</u>	<u>-</u>	<u>2,553,484</u>
NET ASSETS - January 1	<u>3,124,455</u>	<u>13,777</u>	<u>-</u>	<u>3,138,232</u>
NET ASSETS - December 31	<u>\$ 5,677,079</u>	<u>\$ 14,637</u>	<u>\$ -</u>	<u>\$ 5,691,716</u>

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name NH Coalition Against Domestic & Sexual Violence		1.4. Subrecipient Address PO Box 353, Concord, NH 03301	
1.5. Subrecipient Phone # (603) 224-8893 ext 304	1.6. Account Number 02-20-20-801510 - 5021-072-500575	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 600,000.00
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Lyn M. Schollett, Executive Director	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack on 4-5-18, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Pamela English			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/17/18			
1.17. 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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), 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 B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND.**
 - 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 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 Subrecipient.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. NH Coalition Against Domestic & Sexual Violence as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred for trauma informed services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. 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 should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
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 P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$600,000 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

I. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

- i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.
<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>
- ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended;
- iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);
- v. Title IX of the Education Amendments of 1972;
- vi. The Age Discrimination Act of 1975;
- vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);
specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."
- viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

Subrecipient Initials LMS

Date 4-5-18

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

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

The Subrecipient assures that no federal VOCA funds or match 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, and the extension, continuation,

Subrecipient Initials LMS

Date 4-5-18

renewal, amendment, or modification of any Federal grant or cooperative agreement. If 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 instructions.

5. 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.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. 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.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.
16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials LMS

Date 4-5-18

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.

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

Subrecipient Initials LM S

Date 4-5-18

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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. 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

Subrecipient Initials

LMS

Date

4-5-18

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.

22. 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.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials LMS

Date 4-5-18

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials LMS

Date 4-5-18

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

35. 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 certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), 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.

36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion

A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials LMS

Date 4-5-18

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials LMS

Date 4-5-18

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Lyn M. Schollett, Executive Director

Name and Title of Head of Agency

[Handwritten Signature]

Signature

April 5, 2018

Date

**New Hampshire Coalition Against
Domestic and Sexual Violence**

Name and Address of Agency

PO Box 353
Concord, NH 03302-0353

Page 13 of 14

Subrecipient Initials _____

Date 4-5-18

CERTIFICATE OF VOTE

I, Lindsay Nadeau, Chair of the Board of Directors, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the New Hampshire Coalition Against Domestic and Sexual Violence.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 28, 2017:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 5th day of April, 2018.
(Date Contract Signed)

4. Lyn M. Schollett is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer) Chair, NHCADSV

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 5th day of April, 2018.

By Lindsay Nadeau
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10-29-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2018

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).

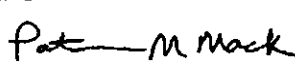
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603)293-2791 E-MAIL ADDRESS: pat@esinsurance.net FAX (A/C, No): (603)293-7188	
INSURED NH Coalition Against Domestic and Sexual Violence, DBA: NHCADSV PO Box 353 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Group INSURER B: Liberty Mutual Agency Corporation INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2018 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MAC5484236-17	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MAC5484236-17	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			UMB8234007-10	05/15/2018	05/15/2019	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) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-31S-604577-018	05/15/2018	05/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH Department of Justice 33 Capitol Street 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 	
--	--	---	--

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, 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 : 0004083351



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 17th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State

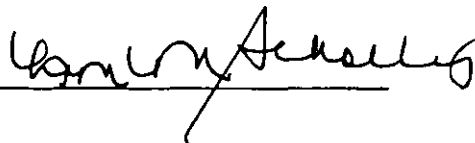
EEOP Reporting

I, Lyn M. Schollett [responsible official], certify that the NH Coalition Against Domestic and Sexual Violence [recipient] has completed the EEO reporting tool certification form at: <https://ojp.gov/about/ocr/faq-eeop.htm> on April 2, 2018 [Date]

I further certify that:

the NH Coalition Against Domestic and Sexual Violence [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature:



Date:

April 5, 2018

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 applicant 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

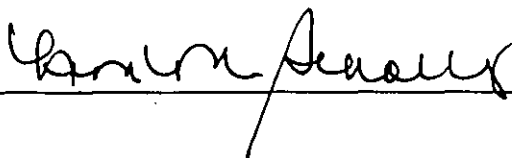
A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one 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 NH Coalition Against Domestic and Sexual Violence (Applicant) certifies that any funds awarded through **grant number 2019VOC59** 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 NH Coalition Against Domestic and Sexual Violence (Applicant) 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: Lyn M. Schollett, Executive Director

Signature: _____



Date: 4-5-2018

**NEW HAMPSHIRE COALITION AGAINST
DOMESTIC AND SEXUAL VIOLENCE**

AUDITED FINANCIAL STATEMENTS

June 30, 2017 and 2016

SINGLE AUDIT REPORTS

June 30, 2017

Table of Contents

	Page
INDEPENDENT AUDITOR'S REPORT	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities	4
Statement of Functional Expenses	5
Statements of Cash Flows	6
Notes to Financial Statements	7-12
GOVERNMENT AUDITING STANDARDS AND SINGLE AUDIT ACT REPORTS AND SCHEDULES	
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 <i>Government Auditing Standards</i>	13-14
INDEPENDENT AUDITOR'S REPORT on Compliance for Each Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	15-16
Schedule of Findings and Questioned Costs	
Section I – Summary of Auditor's Results	17
Section II - Financial Statement Findings – None	17
Section III – Federal Award Findings and Questioned Costs – None	17
Schedule of Expenditures of Federal Awards	18
Notes to Schedule of Expenditures of Federal Awards	19

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

Report on the Financial Statements

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, 2017 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition Against Domestic and Sexual Violence as of June 30, 2017 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.

Report on Summarized Comparative Information

We have previously audited the New Hampshire Coalition Against Domestic and Sexual Violence's 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 3, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other 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 information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 18, 2017, 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 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 the 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.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 18, 2017

New Hampshire Coalition Against Domestic and Sexual Violence
 Statements of Financial Position
 June 30, 2017 and 2016

ASSETS	<u>2017</u>	<u>2016</u>
<u>CURRENT ASSETS</u>		
Cash, unrestricted	\$ 693,733	\$ 374,488
Cash, temporarily restricted	-	38,348
Grants Receivable	1,316,633	1,112,096
Prepaid Expenses	11,516	12,552
Total Current Assets	<u>2,021,882</u>	<u>1,537,484</u>
<u>PROPERTY AND EQUIPMENT</u>		
Land	52,143	52,143
Building	267,592	267,592
Equipment	102,623	102,623
Building Improvements	25,736	25,736
	<u>448,094</u>	<u>448,094</u>
Less Accumulated Depreciation	(226,761)	(217,290)
Total Property and Equipment, Net	<u>221,333</u>	<u>230,804</u>
 Total Assets	 <u>\$ 2,243,215</u>	 <u>\$ 1,768,288</u>
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-Term Debt	\$ 6,046	\$ 5,751
Accounts Payable	1,115,289	914,251
Accrued Expenses	84,503	74,949
Total Current Liabilities	<u>1,205,838</u>	<u>994,951</u>
<u>LONG-TERM LIABILITIES</u>		
Long-Term Debt, Net of Current Portion	<u>37,861</u>	<u>43,903</u>
<u>NET ASSETS</u>		
Unrestricted	999,516	691,086
Temporarily Restricted	-	38,348
Total Net Assets	<u>999,516</u>	<u>729,434</u>
 Total Liabilities and Net Assets	 <u>\$ 2,243,215</u>	 <u>\$ 1,768,288</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Activities
Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<u>UNRESTRICTED NET ASSETS</u>		
Support and Revenue:		
Grant Revenue	\$ 5,369,395	\$ 4,729,261
Contributions	535,168	330,241
Donated Services	134,937	169,443
Miscellaneous income	15,785	25,800
Total Support and Revenue	<u>6,055,285</u>	<u>5,254,745</u>
<u>NET ASSETS RELEASED FROM RESTRICTIONS</u>		
Net Assets Released from Donor Imposed Restriction	<u>38,348</u>	<u>63,687</u>
<u>EXPENSES</u>		
Program Services	5,641,959	5,091,124
Management and General	126,767	141,588
Fundraising	16,477	19,287
Total expenses	<u>5,785,203</u>	<u>5,251,999</u>
Increase in Unrestricted Net Assets	<u>308,430</u>	<u>66,433</u>
<u>TEMPORARILY RESTRICTED NET ASSETS</u>		
Grant Revenue	-	55,769
Net Assets Released from Donor Imposed Restriction	<u>(38,348)</u>	<u>(63,687)</u>
(Decrease) in Temporarily Restricted Net Assets	<u>(38,348)</u>	<u>(7,918)</u>
INCREASE IN NET ASSETS	270,082	58,515
NET ASSETS AT BEGINNING OF YEAR	<u>729,434</u>	<u>670,919</u>
NET ASSETS AT END OF YEAR	<u>\$ 999,516</u>	<u>\$ 729,434</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Statement of Functional Expenses
Year Ended June 30, 2017
With Comparative Totals for Year Ended June 30, 2016

*H6 represent
990 part IX*

	Program Services	Management & General	Fundraising	Total 2017	Total 2016
Salaries	\$ 889,216	\$ 79,067	\$ 10,275	\$ 978,558	\$ 1,039,681
Payroll taxes	74,404	6,616	860	81,880	84,157
Health and Dental Insurance	77,399	6,882	894	85,175	82,507
Other Employee Benefits	26,656	2,370	308	29,334	31,828
Professional Services	127,361	11,325	1,472	140,158 ³	143,815
Contract/Grant Services	4,061,493	-	-	4,061,493 ¹	3,462,638
Survivor Grants	19,650	-	-	19,650	-
Memberships	3,267	290	38	3,595	4,043
Publications	905	80	10	995	680
Advertising/Public Awareness	680	60	8	748	922
Copying	4,264	379	49	4,692	4,216
Office Supplies	31,870	2,834	368	35,072	24,251
Postage	4,120	366	48	4,534	4,171
Printing	6,121	544	71	6,736	4,533
Equipment & Moving	-	-	-	-	3,065
Maintenance & Repair	22,212	1,975	257	24,444	28,282
Rent Expense	273	24	3	300	225
Interest	2,137	190	25	2,352	2,629
Parking	139	12	2	153	357
Insurance	8,202	729	95	9,026	8,867
PMC Partial Reimbursement	1,181	105	14	1,300	2,400
Staff Development	11,208	997	130	12,335	17,648
Travel	63,486	5,645	734	69,865	60,978
Telephone	37,749	3,357	436	41,542	42,723
Utilities	5,463	486	63	6,012	4,601
Miscellaneous	7,772	691	91	8,554	28,715
AVAP Miscellaneous Expense	54,423	-	-	54,423	69,617
AVAP Member Training/Education	4,183	-	-	4,183	1,929
Direct Training	47,160	-	-	47,160	63,605
Community Education	29,358	-	-	29,358	5,902
Depreciation Expense	8,606	765	99	9,470	9,882
Accounting Fees	11,001	978	127	12,106 ²	13,132
Total Expenses	\$ 5,641,959	\$ 126,767	\$ 16,477	\$ 5,785,203	\$ 5,251,999

See Independent Auditors' Report and Notes to Financial Statements

**New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Cash Flows
Years Ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase (Decrease) in Net Assets	\$ 270,082	\$ 58,515
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Change in restricted cash	38,348	7,918
Depreciation	9,470	9,882
(Increase) Decrease in Operating Assets:		
Grants Receivable	(204,537)	(171,506)
Prepaid Expenses	1,036	(837)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	201,039	131,674
Accrued Expenses	9,554	26,141
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>324,992</u>	<u>61,787</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Acquisition of Fixed Assets	-	-
NET CASH USED BY INVESTING ACTIVITIES	<u>-</u>	<u>-</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Repayment of Long-Term Debt	(5,747)	(5,471)
NET CASH USED BY FINANCING ACTIVITIES	<u>(5,747)</u>	<u>(5,471)</u>
 NET INCREASE IN UNRESTRICTED CASH	 319,245	 56,316
 UNRESTRICTED CASH AT BEGINNING OF YEAR	 <u>374,488</u>	 <u>318,172</u>
UNRESTRICTED CASH AT END OF YEAR	<u>\$ 693,733</u>	<u>\$ 374,488</u>
 <u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Cash paid during the year for:		
Interest	<u>\$ 2,352</u>	<u>\$ 2,628</u>
Donated Services	<u>\$ 134,937</u>	<u>\$ 169,443</u>

See Independent Auditors' Report and Notes to Financial Statements

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The New Hampshire Coalition Against Domestic and Sexual Violence (the Coalition) is a statewide organization committed to ending domestic and sexual violence. The Coalition is an umbrella organization that provides technical and financial support to 13 member agency crisis centers that in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking. The Coalition assists its member programs by providing technical assistance and training, support in developing new programs, and by serving as a statewide clearinghouse and coordinating organization. It administers state and federal contracts that provide funding for its member programs.

Vision

All New Hampshire communities provide safety for every person.

Mission

The New Hampshire Coalition Against Domestic and Sexual Violence creates safe and just communities through advocacy, prevention and empowerment of anyone affected by sexual violence, domestic violence and stalking.

This mission is accomplished by the Coalition, which includes 13 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 and stalking;
- Prevent violence and abuse before they occur.

The Coalition supports member agency staff with specialized training and resources, convenes member programs to facilitate shared learning and peer support, and collects and disseminates best practices and current information. Coalition staff participate on numerous statewide boards and commissions to advocate for effective responses to victims.

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.

The Coalition's Public Affairs staff work closely with other advocacy groups and legislators 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.

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.

**New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016**

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Nature of Activities (Continued)

The Coalition plays a key leadership role in efforts to prevent domestic and sexual violence in New Hampshire. Coalition staff collaborate with state and local entities to support policies and practices to advance effective prevention education. Coalition staff is 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) is a multi-agency collaboration housed by the Coalition that ensures that direct services are available to victims of domestic and sexual violence and stalking throughout New Hampshire. AVAP is part of AmeriCorps, a national service program that offers opportunities to Americans who are interested in making a substantial commitment to serve their country through national service.

Members of the AmeriCorps Victim Assistance Program are placed throughout New Hampshire at crisis centers, police departments, prosecutor offices, the New Hampshire Department of Corrections, and child advocacy centers to offer support and information to victims of domestic and sexual violence and stalking. Providing support and advocacy to victims in district court is a core component of AVAP, extending the services that are available to victims throughout the state.

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 working with registered SANEs and medical professionals across the state to ensure that sexual assault victims receive consistent and professional care during forensic exams. The NH Department of Justice and the Coalition co-convene the SANE Advisory Board.

The Family Violence Prevention Specialist Program (formerly Domestic Violence Specialist)

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 programs 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.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

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.

Financial Statement Presentation

The Coalition is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Coalition is required to present a statement of cash flows. The Coalition additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

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 unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Contributed Services

During the years ended June 30, 2017 and 2016, the value of contributed services relating to printing, community education, direct training and professional fees were \$134,937 and \$169,443, respectively. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

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 criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated.

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, 2017 and 2016 in the amounts of \$48,102 and \$40,399, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Allocation of Expenses

The Coalition allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time.

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 unrestricted contributions 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 temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight-line method. The ranges of useful lives are as follows:

Building and Improvements	39 Years
Equipment	3-7 Years

Depreciation expense recorded by the Coalition for the years ended June 30, 2017 and 2016 was \$9,470 and \$9,882, respectively.

Income Taxes

The Coalition is a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Coalition qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

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. There were no cash equivalents as of June 30, 2017 and 2016.

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 lobby or attempt to influence legislations, 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 \$2,185 and \$3,250 at June 30, 2017 and 2016, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE B – RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets consist of funds received by the Organization, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2017 and 2016 respectively, the temporarily restricted net assets are available for the following purpose:

	<u>2017</u>	<u>2016</u>
Verizon No More	\$ -	\$ 5,896
HNH Foundation	-	31,833
Encourage Arrest Program	-	619
Total	<u>\$ -</u>	<u>\$ 38,348</u>

NOTE C – LONG-TERM NOTES

As of June 30, 2017 and 2016, long-term debt consists of the following:

	<u>2017</u>	<u>2016</u>
Mortgage Note, Payable to Merrimack County Savings Bank, Interest at 4.99%, with Monthly Payments of \$675 including Principal and Interest, Maturity date is October 8, 2023. Secured by Real Property	\$ 43,907	\$ 49,654
Less Current Portion	<u>6,046</u>	<u>5,751</u>
Total Long Term Debt	<u>\$ 37,861</u>	<u>\$ 43,903</u>

Future scheduled maturities of long-term debt are as follows:

Years ending June 30:

2018	\$ 6,046
2019	6,354
2020	6,678
2021	7,020
2022	7,377
Thereafter	<u>10,432</u>
Total	<u>\$ 43,907</u>

NOTE D – 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, 2018 and automatically renews annually. The interest is 0.5% over Wall Street Journal prime rate, which was 4.75% and 4.00% as of June 30, 2017 and 2016, respectively. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2017 and 2016.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2017 and 2016

NOTE E – CONCENTRATION OF CREDIT RISK

The Coalition maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2017 and 2016 the Organization had \$339,971 and \$60,925 uninsured cash balances, respectively. Management considers this a normal business risk.

NOTE F – DESCRIPTION OF LEASING ARRANGEMENTS

The Coalition presently leases office equipment under short-term operating lease agreements.

NOTE G – 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, 2017 and 2016 totaled \$12,553 and \$6,999, respectively.

NOTE H - TAX EXEMPT STATUS

The Coalition is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Coalition does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Coalition reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Coalition is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

NOTE I - SUBSEQUENT EVENT

Management has evaluated subsequent events through October 18, 2017, 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 subsequent events matching this criterion occurred during this period.

NOTE J - FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization 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:

	<u>Fair Value</u>	Significant Other Observable Inputs (Level 2)
<u>2017</u>		
Grants Receivable	<u>\$1,316,633</u>	<u>\$1,316,633</u>
<u>2016</u>		
Grants Receivable	<u>\$1,112,096</u>	<u>\$1,112,096</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of grants receivable are estimated at the present value of expected future cash flows.

ROWLEY & ASSOCIATES, P.C.

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MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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, 2017, 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 October 18, 2017.

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) to determine the 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 may exist that have not been identified.

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 determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 18, 2017

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 Award Program

We have audited New Hampshire Coalition Against Domestic and Sexual Violence's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs for the year ended June 30, 2017. 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.

Management Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of New Hampshire Coalition Against Domestic and Sexual Violence's major federal programs based on our audit of the types of compliance requirements referred to above. 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Coalition Against Domestic and Sexual Violence's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of New Hampshire Coalition Against Domestic and Sexual Violence's compliance.

Opinion on Each Major Federal Program

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, 2017.

Report on Internal Control over Compliance

Management of New Hampshire Coalition Against Domestic and Sexual Violence is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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
October 18, 2017

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2017

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unmodified opinion on whether the financial statements of the New Hampshire Coalition Against Domestic and Sexual Violence were prepared in accordance with GAAP.
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 unqualified 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 programs were:

Family Violence Prevention Service Act	93.671
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, 2017

Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Health and Human Services:				
Direct Program - Family Violence Prevention Services Act	93.591		-	228,388
Pass-Through Programs from State of NH Department of HHS				
Family Violence Prevention Services Act	93.671	155510 B001	796,514	808,558
Sexual Violence Prevention	93.136	102-500731	198,430	277,380
Total Pass-Through Programs			994,944	1,085,938
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			994,944	1,314,326
U.S. Department of Justice:				
Direct Program - Violence Against Women Act of 2000	16.556		-	224,651
Pass-Through Programs from State of NH Department of Justice:				
VOCA, PMC Subcontracts	16.575	201631	1,740,853	1,740,853
VOCA, Training	16.575	201631	-	16,250
VOCA, Addtl Training	16.575	201631	-	4,344
VOCA, Technology & Foundation Project	16.575	201631	-	138,552
VAWA, SASP	16.017	2016SASP01	273,778	273,778
VAWA, SASP	16.017	2017SASP01	12,380	12,380
VAWA, GTEAP	16.590	2015GTEAP03	99,741	194,816
VAWA, GTEAP	16.590	2016GTEAP02	6,888	19,926
VAWA, STOP	16.588	2015W081	-	2,393
VAWA, STOP	16.588	2016W090	-	128,298
VAWA, STOP	16.588	2017W090	-	44,088
Total Pass-Through Programs			2,133,640	2,575,678
TOTAL U.S. DEPARTMENT OF JUSTICE			2,133,640	2,800,329
Corporation for National & Community Services:				
Direct Program - AmeriCorps Victim Assist Programs	94.006		-	234,294
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 3,128,584	\$ 4,348,949

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2017

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of New Hampshire Coalition Against Domestic and Sexual Violence under programs of the federal government for the year ended June 30, 2017. 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:

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided</u>
Sexual Assault Services Program	16.017	\$ 286,152
Victims of Crime Act	16.575	1,740,853
OW Grants to Encourage Arrest Policies	16.590	106,629
Sexual Violence Prevention	93.136	198,430
Family Violence Prevention Services Act	93.671	<u>796,514</u>
		<u>\$3,128,578</u>

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.