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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

May 13, 2020

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to amend an existing subgrant with the Merrimack County Child Advocacy Center (MCCAC), Concord NH (Vendor # 177435-B005, Purchase Order #1063363), approved by the Governor and Executive Council on June 7, 2017, item #140 and further amended on March 13, 2019, item #96, from the Federal Victims of Crime Act Grant (VOCA), by extending the end date only from June 30, 2020 to September 30, 2020, for the purpose of funding child victim forensic interview processes, effective upon approval of the Governor and Executive Council through September 30, 2020. No additional funds are involved in this time extension.

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. DOJ is the receiving agency for VOCA funds in New Hampshire.

The MCCAC is one of the core service providers subgranted funds from VOCA to provide direct services to child victims in New Hampshire. Unfortunately, the COVID-19 pandemic has hindered their recent efforts, and this extension of time is needed to allow the MCCAC to continue to provide support and advocacy for children by utilizing standardized methods for handling child abuse and neglect cases, with a focus on limiting the number of interviews to minimize trauma to child victims.

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 13, 2020
Page 2 of 2

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. MacDonald', with a long horizontal flourish extending to the right.

Gordon J. MacDonald
Attorney General

#2738309

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND
MERRIMACK COUNTY ADVOCACY CENTER
SECOND CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the New Hampshire Department of Justice and the Merrimack County Advocacy Center ("Subrecipient")


WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on June 7, 2017, item #140, Requested Action #1, the Subrecipient agreed to carry out the initiatives of the subgrant with the purpose area of Child Forensic Interviews and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20; Amendment, 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 1.7; Completion Date: Change from June 30, 2020 to September 30, 2020.
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.



Ross Cunningham
County Administrator

5/5/2020
Date

Kathleen Carr
Kathleen Carr
Director of Administration

5-7-20
Date

Approved by the Attorney General (Form, Substance and Execution)

Takhmina Rakhmatova
Attorney

5/8/2020
Date

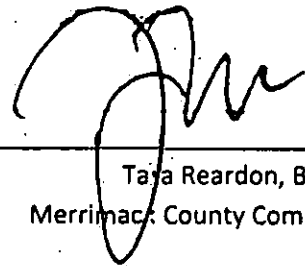
CERTIFICATE OF AUTHORITY for County of MERRIMACK

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners, do hereby certify that:

1. The Board of Commissioners authorizes the County Administrator to execute any documents which may be necessary to enter into contracts between the New Hampshire Department of Justice and the Merrimack County Child Advocacy Center;
2. This authorization was in full force and effect on the date the contract was signed by the county representative, Ross L. Cunningham
3. This authorization has not been revoked, annulled or amended in any manner whatsoever and shall remain valid for thirty (30) days from the date of this Certificate of Authority. The following now occupies the office indicated above:

Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Commission Chair this 5th day of May, 2020



Tara Reardon, Board Chair
Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the _____ day, month of _____, before me _____ the undersigned officer, personally appeared Tara Reardon who acknowledged herself to be the Chair of the Merrimack County Board of Commissioners and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.

Justice of the Peace/Notary Public

Commission Expiration Date: _____



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: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303 | | Member Number: 604 | 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) Professional Liability (describe) <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div> | 1/1/2020 | 1/1/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Each Occurrence</td> <td style="width: 40%;">\$ 5,000,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$ 5,000,000</td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td></td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> </table> | Each Occurrence | \$ 5,000,000 | General Aggregate | \$ 5,000,000 | Fire Damage (Any one fire) | | Med Exp (Any one person) | |
| 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: \$1,000 <input type="checkbox"/> Any auto | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Combined Single Limit (Each Accident)</td> <td style="width: 40%;"></td> </tr> <tr> <td>Aggregate</td> <td></td> </tr> </table> | Combined Single Limit (Each Accident) | | Aggregate | | | | | |
| Combined Single Limit (Each Accident) | | | | | | | | | | | |
| Aggregate | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2020 | 1/1/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> <input checked="" type="checkbox"/> Statutory </td> <td style="width: 40%;"></td> </tr> <tr> <td>Each Accident</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Each Employee</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Policy Limit</td> <td></td> </tr> </table> | <input checked="" type="checkbox"/> Statutory | | Each Accident | \$2,000,000 | Disease – Each Employee | \$2,000,000 | Disease – Policy Limit | |
| <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) | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td style="width: 40%;"></td> </tr> </table> | Blanket Limit, Replacement Cost (unless otherwise stated) | | | | | | | |
| Blanket Limit, Replacement Cost (unless otherwise stated) | | | | | | | | | | | |

Description: Proof of Primex Member coverage only.

| | | | |
|--|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: NH Department of Justice 33 Capitol St Concord, NH 03301 | Additional Covered Party | Loss Payee | Primex³ – NH Public Risk Management Exchange By: Mary Beth Purcell Date: 3/2/2020 mpurcell@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |
|--|---------------------------------|-------------------|---|

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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

February 26, 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 retroactively amend existing subgrants with the subrecipients listed below from the Federal Victim of Crime Act (VOCA) grant, approved by the Governor and Executive Council on June 7, 2017, item #140, by increasing the price limitations by a total of \$455,555 effective March 1, 2019 through June 30, 2020, upon Governor and Executive Council approval. 100% Federal Funds.

Funding is available in account #02-20-20-201510-5021, entitled Victims of Crime Act, in State Fiscal Year 2019 and is contingent upon the availability and continued appropriation of funds in Fiscal Year 2020 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

| Account | Subrecipient | Vendor # | Current Subgrant FY 2019 | Subgrant Increase FY 2019 | Amended Subgrant FY 2019 | Current Subgrant FY 2020 | Subgrant Increase FY2020 | Amended Subgrant FY2020 |
|-----------------------|---|------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|-------------------------|
| 072-500574 | Merrimack County Advocacy Center | 177495-B005 | \$75,000 | \$18,750 | \$93,750 | \$75,000 | \$45,000 | \$120,000 |
| 072-500575 | Child Advocacy Center of Carroll County | 165511-B001 | \$75,000 | \$17,716 | \$92,716 | \$75,000 | \$53,148 | \$128,148 |
| 072-500575 | Mary Hitchcock Memorial Hospital | 177160-B001 | \$150,000 | \$20,833 | \$170,833 | \$150,000 | \$50,000 | \$200,000 |
| 072-500575 | Granite State Children's Alliance | 172495-B001 | \$300,000 | \$62,968 | \$362,968 | \$300,000 | \$187,140 | \$487,140 |

Total Subgrant Increase Per FY:

\$120,267

\$335,288

Grand Total Increase: \$455,555

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 26, 2019
Page 2 of 2

EXPLANATION

This item request is retroactive because full and correct contract information was not received by this office from the subgrantees for timely consideration by Governor and Council prior to March 1, 2019.

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 the funds be distributed to agencies providing services in the fields of sexual assault, domestic abuse and crimes against children. For many years, DOJ has directed VOCA funds to certain core service providers.

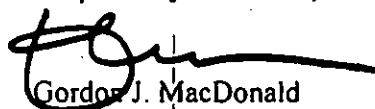
This significant increase in VOCA funds presents an important opportunity for New Hampshire and for the many dedicated organizations and individuals who work with victims of crime. Following a careful analysis, DOJ has determined that a portion of the increased VOCA funds should be allocated to existing core service providers. 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 subrecipients listed are core service providers whose grants were increased. The Merrimack County Advocacy Center, Carroll County Child Advocacy Center, Mary Hitchcock Memorial Hospital and the Granite State Children's Alliance provide direct services to child victims in New Hampshire. These additional funds will provide continued support and advocacy for children through standardized methods for handling child abuse and neglect cases with a focus on limiting the number of interviews to minimize trauma to child victims.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND
MERRIMACK COUNTY ADVOCACY CENTER
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Merrimack County Advocacy Center ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Executive Council on June 7, 2017, Item #140 the Subrecipient agreed to provide victim services upon 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; Amendment, 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

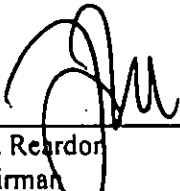
- a. Paragraph 1.8; Grant Limitation: Increase by \$63,750 from \$225,000 to \$288,750.
- b. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows:
The Subrecipient shall be awarded an amount not to exceed \$93,750 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
- c. Delete Exhibit B Paragraph 3c. in its entirety and replace therein as follows:
The Subrecipient shall be awarded an amount not to exceed \$120,000 of the total Grant Limitation from 7/1/19 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.

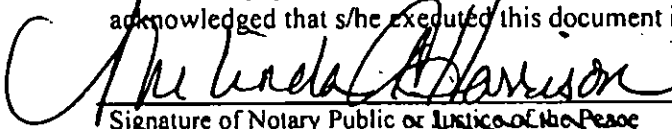


Tara Reardon
Chairman
Merrimack County Board of Commissioners

2/14/19
Date

Notary Public or Justice of the Peace Acknowledgement:

State of NH, County of Merrimack On 2/14, 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.



Signature of Notary Public or Justice of the Peace

Melinda A. Harrison, Admin

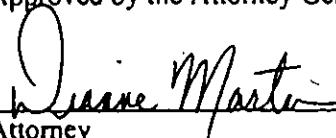
Name and Title of Notary Public or Justice of the Peace ASSIST



Kathleen B. Carr
Director of Administration

2/21/19
Date

Approved by the Attorney General (Form, Substance and Execution)



Attorney

2/21/19
Date



COUNTY OF MERRIMACK

333 DANIEL WEBSTER HIGHWAY, SUITE 2
BOSCAWEN, NEW HAMPSHIRE 03303-2415
(603) 796-6800 FAX: (603) 796-6840
www.merrimackcounty.net

COMMISSIONERS

TARA REARDON, Chairman, Concord
BRONWYN ASPLUND-WALSH, Vice Chairman, Franklin
PETER SPAULDING, Clerk, Hopkinton

COUNTY ADMINISTRATOR
ROSS L. CUNNINGHAM

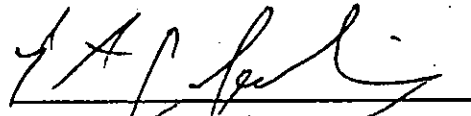
CERTIFICATE OF AUTHORITY

I, Peter J. Spaulding, Clerk of the Merrimack County Board of Commissioners, do hereby certify that:

- (1) the Merrimack County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Merrimack County Board of Commissioners further authorizes the Chairman of the Board 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 of 2/14/19 and
- (4) The following now occupies the office indicated above:

Tara Reardon, Chairman

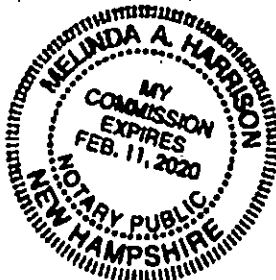
IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Merrimack County Board of Commissioners this 14th day of February 2019

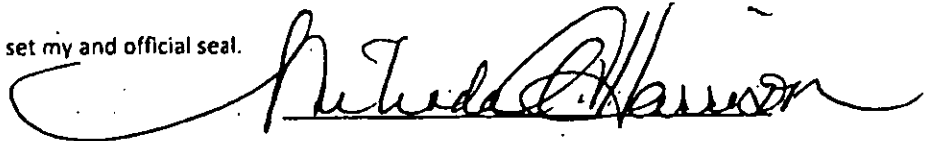

Peter J. Spaulding, Clerk
Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 14th day of February 2019 before me Peter J. Spaulding the undersigned officer, personally appeared Peter J. Spaulding, Clerk of Merrimack County Board of Commissioners who acknowledged their self to be the Clerk for the Merrimack County Board of Commissioners, 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: 2.11.2020



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: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303 | | Member Number: 604 | 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) Professional Liability (describe) <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div> | 1/1/2019 | 1/1/2020 | <input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person) | \$ 5,000,000 \$ 5,000,000 |
| <input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | 1/1/2019 | 1/1/2020 | <input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate | \$5,000,000 \$5,000,000 |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2019 | 1/1/2020 | <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit | \$2,000,000 \$2,000,000 |
| <input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft) | 1/1/2019 | 1/1/2020 | <input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 |

Description: Proof of Primex Member coverage only.

| | | | |
|---|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303 | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange By: <i>Tammy Down</i> Date: 1/2/2019 tdenver@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |
|---|---------------------------------|-------------------|--|

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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6387

GORDON J. MACDONALD
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

May 22, 2017

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to enter into subgrants with the agencies listed below in the amount of \$2,250,000, from the Federal Victim of Crime Act Grant for the purpose of supporting programs providing direct services to victims of crime from the period effective upon Governor and Executive Council approval through June 30, 2020. 100% Federal Funds.

Funding is available in account # 02-20-20-201510-5021 entitled "Victims of Crime Act" upon the availability and continued appropriation of funds in future operating budgets as follows:

| <u>Account</u> | <u>Organization</u> | <u>Vendor #</u> | <u>FY2018 Amount</u> | <u>FY2019 Amount</u> | <u>FY2020 Amount</u> |
|----------------|-----------------------------------|-----------------|--------------------------|--------------------------|--------------------------|
| 072-500574 | Merrimack County CAC | 177435-B005 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 072-500574 | Strafford County CAC | 177478-B008 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 072-500575 | CAC of Carroll County | 165511-B001 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 072-500575 | CAC of Coos County | 167966-B001 | \$ 75,000 | \$ 75,000 | \$ 75,000 |
| 072-500575 | Mary Hitchcock Memorial Hospital | 177160-B001 | \$150,000 | \$150,000 | \$150,000 |
| 072-500575 | Granite State Children's Alliance | 172495-B001 | \$300,000 | \$300,000 | \$300,000 |

2. Authorize the Department of Justice to enter into a subgrant award from a Request for Proposal (RFP) with the Granite State Children's Alliance in the amount of \$556,297 from the Federal Victim of Crime Act Grant for the purpose of supporting programs providing direct services to victims of crime from the period effective upon Governor and Executive Council approval through June 30, 2020. 100% Federal Funds.

Funding is available in account # 02-20-20-201510-5021-072-500575, Grants to Non-Profits entitled "Victims of Crime Act" upon the availability and continued appropriation of funds in future operating budgets as follows:

| <u>Organization</u> | <u>Vendor #</u> | <u>Amount</u> |
|-----------------------------------|-----------------|---------------|
| Granite State Children's Alliance | 172495-B001 | \$556,297 |

EXPLANATION

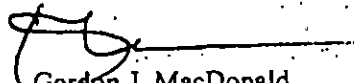
In Federal Fiscal Year 2015, Congress increased the amount of funds available to the States from the Crime Victims Fund to be used to support programs that provide direct services to victims of crime. The increase in fund for New Hampshire allowed the Department to allocate almost \$6 million additional funds from FFY2015 and almost \$6.5 million in additional funds from FFY2016 over the course of the four-year grant period for each Federal Fiscal Year award.

1. A priority for the allocation of the funds was to increase subgrants to existing core direct service providers that apply standardized methods for handling child abuse and neglect cases with a focus on limiting the number of interviews to minimize trauma to the child victim. The Child Advocacy Centers (CACs), Mary Hitchcock Memorial Hospital and the Granite State Children's Alliance provide such services for child victims.
2. The Department of Justice sent out an open Request for Proposals (RFP) for \$3.6 million to entities providing direct services to victims of crime. The Department made available \$1.2 million for services to each of the following groups: domestic violence victims, sexual assault victims and child abuse victims. The Granite State Children's Alliance applied for, and was awarded, funding for enhanced forensic child abuse investigative training, child abuse data collection, forensic child abuse exam equipment and child abuse victim support 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,




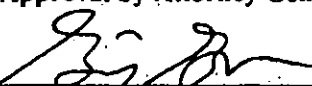

Gordon J. MacDonald
Attorney General

#1718486

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 Merrimack County Advocacy Center | | 1.4. Subrecipient Address 10 Green St., Concord, NH 03301 | |
| 1.5 Subrecipient Phone #603-219-0627 | 1.6. Account Number 02-20-20-201510- 5021-072-500574 | 1.7. Completion Date June 30, 2020 | 1.8. Grant Limitation \$225,000.00 |
| 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 Tara Reardon, Merr.Ct. Comm. Chair | |
| 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>4/21/17</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  | | | |
| 1.15. Name & Title of Notary Public or Justice of the Peace <u>Melinda A. Harrison, Admin. Asst.</u> | | | |
| 1.16. State Agency Signature(s)  | | 1.15. Name & Title of State Agency Signor(s) <u>Kathleen Carr, Director of Admin.</u> | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | |
| By:  | | Assistant Attorney General, On: <u>5/12/17</u> | |
| 1.17. Approval by Governor and Council (if applicable) | | | |
| By: | | On: <u>1/1</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 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

- 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. Merrimack County Advocacy Center 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 2016VOCA2.
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 are 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.

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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 Sub-Recipient'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 \$75,000 of the total Grant Limitation from 7/1/17 dates 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$75,000 of the total Grant Limitation from 7/1/18 dates 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3c. The Subrecipient shall be awarded an amount not to exceed \$75,000 of the total Grant Limitation from 7/1/19 dates 6/30/20, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

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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.

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Appendix 1
Special Conditions 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) 42 U.S. Code Sections Sections 10404(a)(2) and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28CFR 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 and 39);
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.
- 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>

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- 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**.
 - 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. 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, 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.

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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. 2015-VA-GX-0007 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 (2015-VA-GX-0007) 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

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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, substance abuse treatment services, 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

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subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

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

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- 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

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

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 subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient'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 Subrecipient, 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 Subrecipient 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 Subrecipient 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
- Subrecipient that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the Subrecipient is a local non-profit

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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 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 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 <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 subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "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, and other applicable laws.

28. OJP Training Guiding Principles

Any training or training materials that the Subrecipient at any tier -- develops or

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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 Subrecipient 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. Subrecipient 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. 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 Subrecipient.

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

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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.

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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.

Tara Reardon, Chair, Merrimack County Board of Commissioners

Name and Title of Head of Agency

Signature

Date

County of Merrimack 333 D.W. Highway Ste. 2 Boscawen NH 03303

Name and Address of Agency

32. 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>

- 33. 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 33 special provisions contained in this document:

Tara Reardon, Chair, Merrimack County Board of Commissioner

Name and Title of Authorized Representative

Signature

Date

County of Merrimack, 333 D.W. Highway Ste 2 Boscawen NH 03303

Name and Address of Agency



COUNTY of MERRIMACK BOARD OF COMMISSIONERS

Merrimack County Administration
333 Daniel Webster Highway, Suite #2
Boscawen, NH 03303

CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chairman of the Merrimack County Board of Commissioners, do hereby certify that:

- (1) the Merrimack County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Merrimack County Board of Commissioners further authorizes the Chairman of the Board 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:

Tara Reardon

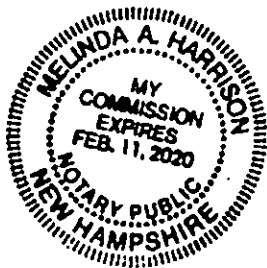
IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman this 21 day of April 2017

Tara Reardon, Chairman
Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 21 day of (month and year) April 2017, before me Melinda A. Harrison the undersigned officer, personally appeared (name and position); who acknowledged their self to be the (position) for the (entity), 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: 2-11-2020



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex¹) 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, Primex¹ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex¹ is entitled to the categories of coverage set forth below. In addition, Primex¹ 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 Primex¹, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex¹ 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 Primex¹. 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: Merrimack County 333 Daniel Webster Highway Suite 2 Boscaawen, NH 03303 | | Member Number: 604 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ¹ 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) <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div> | 1/1/2017 | 1/1/2018 | 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 | | | <input type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> 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 solely 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.

| | | | | | |
|---|-------------------------------------|---------------------------------|--------------------------|-------------------|---|
| CERTIFICATE HOLDER: | <input checked="" type="checkbox"/> | Additional Covered Party | <input type="checkbox"/> | Loss Payee | Primex¹ - NH Public Risk Management Exchange |
| State of NH - Department of Justice 33 Capitol St Concord, NH 03301 | | | | | By: <i>Tammy Dumas</i> |
| | | | | | Date: 4/12/2017 ldumas@nhprimex.org |
| | | | | | Please direct inquiries to: Primex ¹ Claims/Coverage Services 603-225-2841 phone 603-225-3833 fax |

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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.

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| | | | | |
|--|--|-----------------------|---|--|
| Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303 | | Member Number: 604 | 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) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div> | | | <input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | <input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2017 | 1/1/2018 | <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit | \$2,000,000 \$2,000,000 |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | <input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated) | |

Description: Proof of Primex Member coverage only.

| | | | |
|--|--------------------------|------------|---|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| NH Department of Justice 33 Capitol St Concord, NH 03301 | | | By: <i>Tammy Down</i> |
| | | | Date: 4/12/2017 tdenver@nhprimex.org |
| | | | Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

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