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Bent

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER  
ATTORNEY GENERAL



ANN M. RICE  
DEPUTY ATTORNEY GENERAL

December 20, 2016

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 to enter into subgrants with the agencies listed below totaling \$152,340 from the Victims Fund for the purpose of providing services to crime victims in New Hampshire, from the period of Governor and Executive Council approval through December 31, 2017. 100% Agency Income.

Funding is available in account number 02-20-20-2000010-8575-073 Justice Department Victims Funds for the following sub recipients:

<u>Class</u>	<u>Agency</u>	<u>Vendor</u>	<u>Amount</u>
073-500581	Merrimack County Visitation Center	177435-B003	\$61,000
073-500581	Greater Nashua Supervised Visitation Center	154112-B001	\$30,340
073-500580	All "R" Kids Supervised Visitation Center	177510-B001	\$61,000

**EXPLANATION**

These grants will be utilized to provide funds to three supervised visitation and safe exchange centers providing visitation services to victims of domestic violence, sexual assault, dating violence, stalking and child abuse.

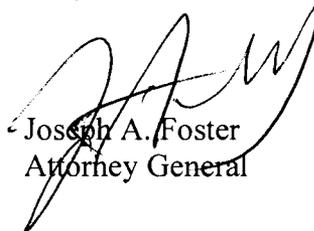
All three centers are long standing members of the NH Family Access and Visitation Cooperative (NHFAVC) and provide services in accordance with the NHFAVC and the Office on Violence Against Women federal guidelines for providing supervised visitation for children and their non-custodial parent.

The above agencies have been awarded previous Justice Department Victims Funds (JDVF) awards from this office. These awards will allow the funded organizations to continue providing this vital service that New Hampshire's citizens have come to rely upon.

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

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

Respectfully submitted,

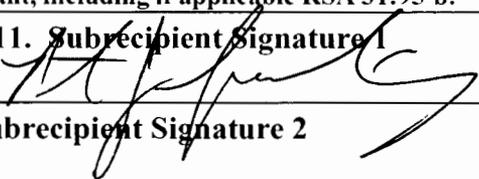
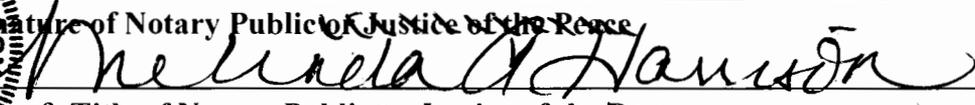
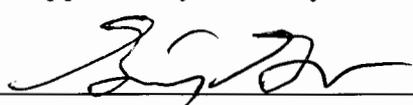


Joseph A. Foster  
Attorney General

GRANT AGREEMENT

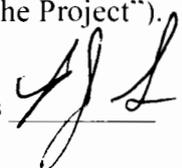
The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH, 03301	
1.3. Subrecipient Name - Merrimack County Visitation Center		1.4. Subrecipient Address - 309 Daniel Webster Highway, Boscawen, NH 03303	
1.5 Subrecipient Phone # 603-796-3277	1.6. Account Number 02-20-20-200010-8575-073-500580	1.7. Completion Date December 31, 2017	1.8. Grant Limitation \$61,000
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-0110	
"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 Peter O. Spaulding, Chairman	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 11/29/16, before the undersigned officer, personally appeared the person identified in block 1.12., 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.			
Signature of Notary Public or Justice of the Peace 			
Name & Title of Notary Public or Justice of the Peace Melinda A. Harrison, Admin. Assistant			
1.14. State Agency Signature(s) Kathleen Carr		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Admin.	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Assistant Attorney General, On: 12/20/16			
1.17. Approval by Governor and Council (if applicable)			
By: _____ On: / /			

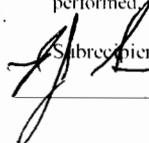


2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified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



3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
  - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

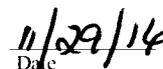
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
      - 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. 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.
    - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
    - 12.3. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials  


Date: 1/29/16

- 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.

 Subrecipient Initials

  
Date

## EXHIBIT A

### -SCOPE OF SERVICES-

1. The Merrimack County Visitation Center as Sub-Recipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for Supervised Visitation and Safe Exchange of Children for services provided to victims of domestic and sexual violence, stalking, child abuse and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in state award #2017SVA02 under state solicitation State Victims Assistance – Supervised Visitation.
2. The Sub-Recipient shall be reimbursed by the DOJ based on budgeted expenditures described in #2017SVA02. The Sub-Recipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Sub-Recipients are required to maintain supporting documentation for all grant expenses both federal and match 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. All correspondence and submittals shall be directed to:  
Susan Dearborn  
NH Department of Justice  
33 Capitol Street  
Concord, NH 03301  
603-271-8091 or Susan.Dearborn@doj.nh.gov.

Sub-recipient Initials



Date

11-29-16

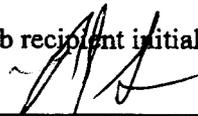
**EXHIBIT B**

State of New Hampshire P-37 Grant Agreement

**-SCHEDULE/TERMS OF PAYMENT-**

1. The Sub-Recipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Sub-Recipient 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 Sub-Recipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

Sub recipient initials and Date

  
\_\_\_\_\_  
12/9/2016

**EXHIBIT C**

**-SPECIAL PROVISIONS-**

1. Sub-Recipients shall also be compliant with the terms, conditions, specifications detailed in the following:
  - 2017 State Victims Assistance Grant Program Guidelines and Special Conditions
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.

Sub-recipient Initials  


Date

11.29.14

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 recipient 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.

Peter J. Spaulding

Name and Title of Authorized Representative



Signature

11.29.14

Date

County of Merrimack 333 Daniel Webster Highway Ste. 2 Boscawen,  
NH 03303

Name and Address of Agency

**NH DEPARTMENT OF JUSTICE - GRANT APPLICATION**  
**STATE VICTIM ASSISTANCE PROGRAM GUIDELINES AND CONDITIONS**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package will adhere to the following guidelines and conditions:

1. The subgrantee assures that State funds received for this grant program **will not** be used to supplant county and/or local funds that would otherwise be available for the program's purpose. The subgrantee further assures that the grant funds will be expended only for purposes and activities directly related to the funded program.

2. The subgrantee agrees to provide information on the program supported with State grant funds as requested by the New Hampshire Department of Justice, Grants Management Unit. You are required to retain all grant related documentation for a period of three (3) years after the close of the grant award period.

3. The subgrantee authorizes representatives from the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to the program's grant funds. Further, the subgrantee agrees to allow and cooperate with site monitoring visits by the New Hampshire Department of Justice.

4. The subgrantee agrees to maintain detailed time and attendance records for any personnel positions funded with these grant funds where 100% of the position's activities are not directly related to the funded program. For personnel positions that are 100% allowable under the funded program, normal payroll records and documentation are sufficient.

5. The subgrantee agrees to obtain prior written approval from the New Hampshire Department of Justice before making changes in program activities, designs, budgets, etc. as outlined in the subgrantee's approved grant application.

6. Equipment purchased with State grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of State grant funds.

7. The subgrantee agrees that the title to any equipment purchased with State grant funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the program purposes for which it was acquired.

8. The subgrantee 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 subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

**NH DEPARTMENT OF JUSTICE - GRANT APPLICATION**  
**STATE VICTIM ASSISTANCE PROGRAM GUIDELINES AND CONDITIONS**  
**(Continued)**

9. The subgrantee agrees to inform victims and/or their guardians about the State Victims Compensation Program and to offer assistance in the application process (this assistance may simply entail a referral to a victim/witness advocate and/or victim advocate to facilitate the process).

10. 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.

11. The subgrantee agrees by signing and returning the award document to the NH Department of Justice that they shall submit a quarterly expenditure report for financial reimbursement. Quarterly reports are due 15 days after the end of the quarter, for example if the reporting period is July 1 to Sept. 30 your report is due in this office by October 15<sup>th</sup>. If necessary the subgrantee may file for reimbursement on a monthly basis with the same 15 day grace period. Please submit only one copy of your report by email, fax or US Mail.

*The following conditions are not required, but are strongly recommended*

12. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee 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://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) 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.

13. If required, within 30 days from the date of the award, the subgrantee 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

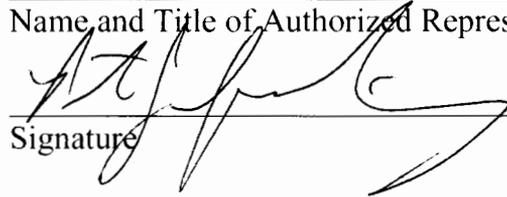
termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here:

[http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

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

Peter J. Spaulding, Chairman Board of Commissioners

Name and Title of Authorized Representative



Signature

Date

11.29.14

County of Merrimack 333 Daniel Webster Highway Ste. 2 Boscawen

Name and Address of Agency

NH 03303



COUNTY of MERRIMACK BOARD OF COMMISSIONERS

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

CERTIFICATE OF AUTHORITY

I, Peter J. Spaulding, 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:

Peter J. Spaulding

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman this 29 day of Nov, 2016

[Handwritten signature of Peter J. Spaulding]
Peter J. Spaulding, Chairman
Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 29 day of 11/2016, 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.

[Handwritten signature of Melinda A. Harrison]



Justice of the Peace/Notary Public
Commission Expiration Date: 2.11.2020



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	<b>Member Number:</b> 604	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	Limits
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2016	1/1/2017	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2016	1/1/2017	Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$2,000,000 \$2,000,000
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	1/1/2016	1/1/2017	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

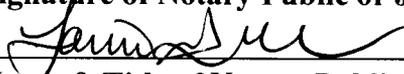
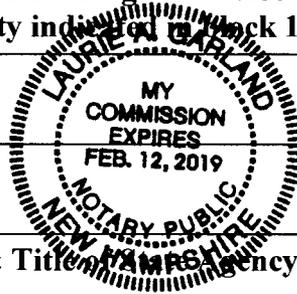
<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 3/17/2016    tdenver@nhprimex.org Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

*Tammy Denver*      11.29.16

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol Street, Concord, NH, 03301	
<b>1.3. Subrecipient Name – Greater Nashua Supervised Visitation Center</b>		<b>1.4. Subrecipient Address- 7 Prospect St, Nashua, NH 03060</b>	
<b>1.5 Subrecipient Phone #</b>	<b>1.6. Account Number</b> 02-20-20-200010-8575-073-500581	<b>1.7. Completion Date</b> December 31, 2017	<b>1.8. Grant Limitation</b> \$30,340
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Craig Amoth, President & CEO	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on 12/5/16, 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Laurie Garland, Notary Public			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Kathleen Carr, Director of Admin	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 12/12/16	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.1.4 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
- 11.2.1 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
- 11.2.2 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
- 11.2.3 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

## EXHIBIT A

### -SCOPE OF SERVICES-

1. The Greater Nashua Mental Health Community Visitation Center as Sub-Recipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for Supervised Visitation and Safe Exchange of Children for services provided to victims of domestic and sexual violence, stalking, child abuse and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in state award #2017SVA03 under state solicitation State Victims Assistance – Supervised Visitation.
2. The Sub-Recipient shall be reimbursed by the DOJ based on budgeted expenditures described in #2017SVA03. The Sub-Recipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Sub-Recipients are required to maintain supporting documentation for all grant expenses both federal and match 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. All correspondence and submittals shall be directed to:  
Susan H. Dearborn  
NH Department of Justice  
33 Capitol Street  
Concord, NH 03301  
603-271-8091 or Susan.Dearborn@doj.nh.gov.

SA 12-5-16

## **EXHIBIT B**

### State of New Hampshire P-37 Grant Agreement

#### -SCHEDULE/TERMS OF PAYMENT-

1. The Sub-Recipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Sub-Recipient 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 Sub-Recipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a -The Sub-Recipient shall be awarded \$30,340 of the total Grant Limitation from January 1, 2017 to December 31, 2017 with approved expenditure reports.

3b -The Sub-Recipient shall be awarded \$30,340 of the total Grant Limitation from January 1, 2017 to December 31, 2017 with approved expenditure reports. This shall be contingent on continued State Victims Assistance funding and program performance.

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Sub-Recipients shall also be compliant with the terms, conditions, specifications detailed in the following:
  - 2017 State Victims Assistance Grant Program Guidelines and Special Conditions
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.

C.D. 12-5-16

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 recipient 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.

Craig Amoth, President & CEO

\_\_\_\_\_  
Name and Title of Authorized Representative

Craig Amoth  
Signature

12-5-16  
Date

Greater Nashua Mental Health Center 7 Prospect Street, Nashua NH 03060

Name and Address of Agency

**NH DEPARTMENT OF JUSTICE - GRANT APPLICATION**  
**STATE VICTIM ASSISTANCE PROGRAM GUIDELINES AND CONDITIONS**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package will adhere to the following guidelines and conditions:

1. The subgrantee assures that State funds received for this grant program **will not** be used to supplant county and/or local funds that would otherwise be available for the program's purpose. The subgrantee further assures that the grant funds will be expended only for purposes and activities directly related to the funded program.
2. The subgrantee agrees to provide information on the program supported with State grant funds as requested by the New Hampshire Department of Justice, Grants Management Unit. You are required to retain all grant related documentation for a period of three (3) years after the close of the grant award period.
3. The subgrantee authorizes representatives from the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to the program's grant funds. Further, the subgrantee agrees to allow and cooperate with site monitoring visits by the New Hampshire Department of Justice.
4. The subgrantee agrees to maintain detailed time and attendance records for any personnel positions funded with these grant funds where 100% of the position's activities are not directly related to the funded program. For personnel positions that are 100% allowable under the funded program, normal payroll records and documentation are sufficient.
5. The subgrantee agrees to obtain prior written approval from the New Hampshire Department of Justice before making changes in program activities, designs, budgets, etc. as outlined in the subgrantee's approved grant application.
6. Equipment purchased with State grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of State grant funds.
7. The subgrantee agrees that the title to any equipment purchased with State grant funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the program purposes for which it was acquired.
8. The subgrantee 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 subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

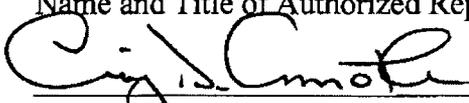
termination of funding, until such time as the subgrantee is in compliance. Additional information on EEO requirements may be found here:

[http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

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

Craig Amoth, President & CEO

Name and Title of Authorized Representative

  
Signature

11/30/16

Date

Greater Nashua Mental Health Center, 7 Prospect Street Nashua, NH 03060

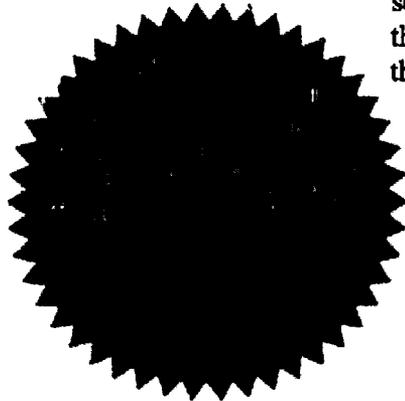
Name and Address of Agency

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire nonprofit corporation formed December 24, 1923. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27<sup>th</sup> day of April A.D. 2016



*William M. Gardner*

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

The undersigned, the duly elected and qualified secretary of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center, a non-profit corporation (hereinafter referred to as the "Corporation"), hereby certifies that the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on November 16, 2016 at which a quorum of the Directors were present and voting.

**VOTED:** That Craig Amoth, President & CEO is duly authorized to enter into contracts or agreements on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this vote.

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

**DATED:** November 16, 2016

**ATTEST:** Jane D LaBombard, Secretary  
(Name and Title)

**STATE OF NEW HAMPSHIRE  
COUNTY OF (HILLSBOROUGH)**

On this the 16<sup>th</sup> day of November, 2016, before me Jane LaBombard, 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 following instrument for the purpose therein contained.

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

[Signature]



Justice of the Peace/Notary Public  
Commission Expiration

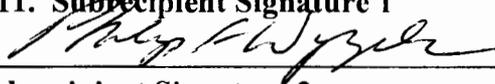
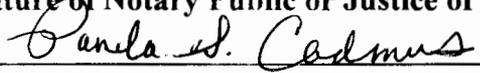
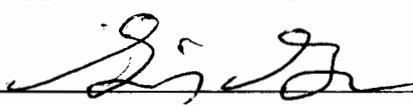
Date: 11/16/16



GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol Street, Concord, NH, 03301	
<b>1.3. Subrecipient Name All "R" Kids Supervised Visitation Center-MONADNOCK FAMILY SERV.</b>		<b>1.4. Subrecipient Address 22 North Street, Jaffrey, NH</b>	
<b>1.5 Subrecipient Phone # 603-532-2426</b>	<b>1.6. Account Number</b> 02-20-20-200010-8575-073-500581	<b>1.7. Completion Date</b> December 31, 2017	<b>1.8. Grant Limitation</b> \$61,000
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (603) 271-0110	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Philip Wyzik, Chief Executive Officer	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <i>Cheshire</i> , on <i>11/19/16</i> , 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <i>Pamela S. Cadmus Justice of the Peace</i>			
<b>1.14. State Agency Signature(s)</b> <i>Kathleen Carr</i>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> <i>Kathleen Carr, Director of Administration</i>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: <i>12/20/16</i>	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By:		On: <i>1/1</i>	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT; VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
  - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
      - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
      - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
      - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
      - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
  12. TERMINATION.
    - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
    - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
    - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
    - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
  13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

*Daniela J. Codrino*  
*Director of the Peace*

*PFW* 11/19/16

- 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.

*Samuel J. Cadmus, Director of the Seal*

*PKW 11/19/16*

## EXHIBIT A

### -SCOPE OF SERVICES-

1. The All “R” Kids Supervised Visitation Center (ARK) as Sub-Recipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for Supervised Visitation and Safe Exchange of Children for services provided to victims of domestic and sexual violence, stalking, child abuse and dating violence in compliance with the terms, conditions, specifications, and scope of work as outlined in state award #2017SVA01 under state solicitation State Victims Assistance – Supervised Visitation.
2. The Sub-Recipient shall be reimbursed by the DOJ based on budgeted expenditures described in #2017SVA01. The Sub-Recipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Sub-Recipients are required to maintain supporting documentation for all grant expenses both federal and match 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. All correspondence and submittals shall be directed to:  
Susan Dearborn  
NH Department of Justice  
33 Capitol Street  
Concord, NH 03301  
603-271-8091 or Susan.Dearborn@DOJ.nh.gov.

PKW 11/19/16

## **EXHIBIT B**

### State of New Hampshire P-37 Grant Agreement

#### -SCHEDULE/TERMS OF PAYMENT-

1. The Sub-Recipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Sub-Recipient 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 Sub-Recipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a -The Sub-Recipient shall be awarded \$61,000 of the total Grant Limitation from January 1, 2017 to December 31, 2017, with approved expenditure reports.

3b -The Sub-Recipient shall be awarded \$61,000 of the total Grant Limitation from January 1, 2017 to December 31, 2017, with approved expenditure reports. This shall be contingent on continued federal VAWA funding and program performance.

*PfW*  
*1/19/16*

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Sub-Recipients shall also be compliant with the terms, conditions, specifications detailed in the following:
  - 2017 State Victims Assistance Grant Program Guidelines and Special Conditions
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.

*PFW*  
*1/19/16*

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



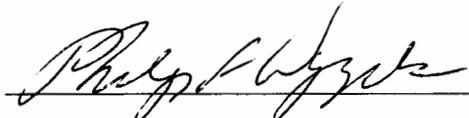
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

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 recipient 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.

Philip Wyzik, Chief Executive Officer  
Name and Title of Authorized Representative

  
Signature

November 15, 2016  
Date

Monadnock Family Services, Inc.  
Name and Address of Agency

*PPW  
11/15/16*

**NH DEPARTMENT OF JUSTICE - GRANT APPLICATION**  
**STATE VICTIM ASSISTANCE PROGRAM GUIDELINES AND CONDITIONS**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package will adhere to the following guidelines and conditions:

1. The subgrantee assures that State funds received for this grant program **will not** be used to supplant county and/or local funds that would otherwise be available for the program's purpose. The subgrantee further assures that the grant funds will be expended only for purposes and activities directly related to the funded program.
2. The subgrantee agrees to provide information on the program supported with State grant funds as requested by the New Hampshire Department of Justice, Grants Management Unit.
3. The subgrantee authorizes representatives from the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to the program's grant funds. Further, the subgrantee agrees to allow and cooperate with site monitoring visits by the New Hampshire Department of Justice.
4. The subgrantee agrees to maintain detailed time and attendance records for any personnel positions funded with these grant funds where 100% of the position's activities are not directly related to the funded program. For personnel positions that are 100% allowable under the funded program, normal payroll records and documentation are sufficient.
5. The subgrantee agrees to obtain prior written approval from the New Hampshire Department of Justice before making changes in program activities, designs, budgets, etc. as outlined in the subgrantee's approved grant application.
6. Equipment purchased with State grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of State grant funds.
7. The subgrantee agrees that the title to any equipment purchased with State grant funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the program purposes for which it was acquired.
8. The subgrantee 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 subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

*RFW* 11/19/11

**NH DEPARTMENT OF JUSTICE - GRANT APPLICATION**  
**STATE VICTIM ASSISTANCE PROGRAM GUIDELINES AND CONDITIONS**  
**(Continued)**

9. The subgrantee agrees to inform victims and/or their guardians about the State Victims Compensation Program and to offer assistance in the application process (this assistance may simply entail a referral to a victim/witness advocate and/or victim advocate to facilitate the process).

10. 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.

11. The subgrantee agrees by signing and returning the award document to the NH Department of Justice that they shall submit a quarterly expenditure report for financial reimbursement. Quarterly reports are due 15 days after the end of the quarter, for example if the reporting period is July 1 to Sept. 30 your report is due in this office by October 15<sup>th</sup>. If necessary the subgrantee may file for reimbursement on a monthly basis with the same 15 day grace period. Please submit only one copy of your report by email, fax or US Mail.

*The following three conditions are not required, but are strongly recommended*

12. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee 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 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) 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.

13. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEO) 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 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEO or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or

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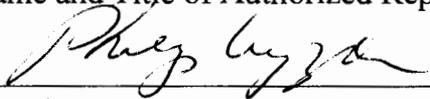
termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here:

[http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

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

Philip Wyzik, Chief Executive Officer

Name and Title of Authorized Representative

  
Signature

11/19/14  
Date

Monadnock Family Services, Inc.

Name and Address of Agency





December 28, 2016

Ms Susan Dearborn  
NH Department of Justice  
33 Capitol Ave  
Concord NH

Dear Ms Dearborn:

This letter is meant to clear up any confusion about the All R Kids Visitation Center operating in Jaffrey NH. This valuable services is a program of Monadnock Family Services, a private not for profit organization which has operated in New Hampshire for many decades.

Monadnock Family Services is pleased to offer visitation services to needy families in the State and the All R Kids program endeavors to provide a quality experience for our participants and a valuable service to the Department of Justice.

Please let me know if you have additional questions.

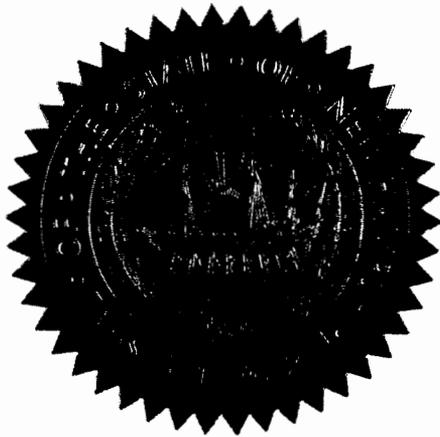
Sincerely

Philip Wyzik MA  
Chief Executive Officer

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire nonprofit corporation formed March 5, 1924. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20<sup>th</sup> day of April A.D. 2016

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner  
Secretary of State

*Handwritten initials:* B/W  
1/1/16



**CERTIFICATE OF VOTE**

I, Dr. Robert Englund, Secretary of the Board of Directors of Monadnock Family Services, do hereby certify that:

1. I am a duly elected officer of Monadnock Family Services, Inc.
2. The following is a true copy of the resolution duly adopted by the Monadnock Family Services board of directors by electronic vote on Tuesday, November 15, 2016.

**RESOLVED:** That Philip Wyzik, as Chief Executive Officer of Monadnock Family Services, Inc., is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of November 18, 2016.
4. Philip Wyzik is the duly appointed Chief Executive Officer of Monadnock Family Services, Inc.

Dr. Robert Englund  
Dr. Robert Englund, Secretary of the Board of Directors

STATE OF NEW HAMPSHIRE  
County of Cheshire

The foregoing instrument was acknowledged before me on this 18 day of NOV, 2016,  
by Robert Englund  
(name of elected officer and office held)

Gigi A. Batchelder  
Notary Public  
GIGI A. BATCHELDER, Notary Public  
My Commission Expires June 4, 2019  
Commission expires: \_\_\_\_\_

(NOTARY SEAL)

*CPW 11/15/16*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/10/2016

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Masiello Insurance Agency</b> <b>69-A Island Street, Suite 1</b>  <b>Keene NH 03431</b>	<b>CONTACT NAME:</b> Donna Croteau, AAI, President <b>PHONE (A/C, No, Ext):</b> (603) 283-1834 <b>FAX (A/C, No):</b> (603) 297-6616 <b>E-MAIL ADDRESS:</b> donnac@masiello.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> American States Ins Co - NIF      0207 <b>INSURER B:</b> Peerless/Liberty Mutual      24198 <b>INSURER C:</b> General Ins Co of America - NIF <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Monadnock Family Services Inc</b> <b>64 Main Street</b> <b>Suite 201</b> <b>Keene NH 03431</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 NIF & 16-17 LM RE      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	01CE919572-0	1/23/2016	1/23/2017	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> AI per written contract						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Employees/Volunteers AI						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COM/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input checked="" type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			BA9097814	7/19/2016	7/19/2017	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						Uninsured Motorists - BI \$ 1,000,000
	<input type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SU41753820	1/23/2016	1/23/2017	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC9014927	7/19/2016	7/19/2017	E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			HLP7767493L	1/23/2016	1/23/2017	Each Occurrence 1,000,000
	Occurrence Form						Aggregate limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere.

<b>CERTIFICATE HOLDER</b>  slawrence@dhhs.state.nh.us  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  D Croteau, President/ <i>Donna Croteau</i>

*Handwritten initials/signature*